



May 12, 2021

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**Subject: Submittal of Final Institutional Controls Stewardship and Communications Plan
Ottawa Radiation Areas, Ottawa, LaSalle County, Illinois
Remedial Action Contract (RAC) 2
Contract No. EP-S5-06-02, Work Assignment No. 334-RARA-059Z**

Dear Mr. Fayoumi:

SulTRAC is submitting an electronic copy (PDF and MS Word format) of the final Institutional Controls Stewardship and Communications Plan for the Ottawa Radiation Areas Site in Ottawa, LaSalle County, Illinois. This submittal addresses EPA, Illinois Emergency Management Agency (IEMA), and Illinois Environmental Protection Agency (IEPA) comments received on the revised plan that SulTRAC submitted on March 10, 2021.

If you have any questions regarding this submittal, please call me at (312) 201-7788.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Brunner', written over a horizontal line.

Jack Brunner
SulTRAC Project Manager

Enclosure

cc: Pankaj Parikh, EPA Project Officer (letter only)
Daniel Olsson, EPA Contracting Officer (letter only)
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**INSTITUTIONAL CONTROLS
STEWARDSHIP AND COMMUNICATIONS PLAN**

**OTTAWA RADIATION AREAS
Ottawa, LaSalle County, Illinois**

U.S. Environmental Protection Agency



**Region 5
Chicago, Illinois**

May 2021



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- A. Stakeholder Contact Information
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ACRONYMS AND ABBREVIATIONS

AOC	Administrative Order on Consent
bgs	Below Ground Surface
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COC	Contaminant of Concern
EC	Environmental Covenant
ESD	Explanation of Significant Differences
FYR	Five-Year Review
ICs	Institutional Controls
IEMA	Illinois Emergency Management Agency
Illinois EPA	Illinois Environmental Protection Agency
JULIE	Joint Utility Locating Information for Excavators (in Illinois)
LPI	Luminous Processes, Inc.
NCP	National Contingency Plan
NPL	National Priorities List
O&M	Operations & Maintenance
OU	Operable Unit
pCi/g	Pico Curies per Gram
pCi/L	Pico Curies per Liter
ROD	Record of Decision
ROW	Right-of-Way
SARA	Superfund Amendments and Reauthorization Act
UECA	Uniform Environmental Covenants Act
U.S. EPA	United States Environmental Protection Agency
UU/UE	Unlimited Use and Unrestricted Exposure

1.0 INTRODUCTION

U.S. Environmental Protection Agency (U.S. EPA) Region 5 prepared this Institutional Controls (IC) Stewardship and Communications Plan (Plan), which describes the implementation, monitoring, and assurance procedures to be carried out at the Ottawa Radiation Areas Superfund Site (Site) in Ottawa, Illinois. This Plan was developed based on feedback and information received during the second Five-Year Review (FYR) of the Site. The Plan will be updated and revised as necessary, such as after additional covenants are implemented; if changes in the stakeholder contacts are made; after another FYR, if warranted; as remedial activities are completed; or after any major milestones or other significant changes occur at the site.

1.1 PURPOSE OF THE PLAN

The purpose of this Plan and its attachments is to describe requirements for the implementation, monitoring, maintenance, reporting, and enforcement of ICs such as land-use restrictions, for Subareas NPL-1, NPL-8, NPL-9, NPL-11, and the Illinois Power Building at the Ottawa Radiation Areas Superfund Site. Detailed information on ICs for each location can be found in Table 1, Section 3.2.

This Plan outlines procedures for inspecting and monitoring compliance with the ICs and annual reporting and certification requirements to demonstrate that (1) the Site has been inspected, (2) no inconsistent uses have occurred, (3) ICs remain in place and are effective, and (4) any necessary contingency actions have been executed. The Plan also includes communications procedures for informing property owners and the public about site contamination.

1.2 STAKEHOLDERS

Stakeholders for this Plan include U.S. EPA, the Illinois Emergency Management Agency (IEMA), Illinois EPA, the City of Ottawa, landowners of affected parcels, and the community. U.S. EPA Region 5 and Illinois EPA are the primary points of contact for implementing, monitoring, enforcing, and terminating the ICs. The City of Ottawa is responsible for implementing and monitoring ICs. Stakeholder contact information can be found in Appendix A.

1.3 PUBLIC COMMUNICATIONS

This Plan and all U.S. EPA FYR documents and ICs are available in the information repository located at the Reddick Library, 101 Canal Street, Ottawa. The ICs are also available in Appendix B

What are institutional controls?

Institutional controls (ICs) consist of restrictions and information often associated with environmental sites so the cleanup work or remaining pollution won't be disturbed. ICs are used when contamination is first discovered, when cleanups are in progress, and when residual contamination remains on site at a level that does not allow for unlimited use and unrestricted exposure after cleanup.

ICs can play an important role when a cleanup is conducted and when it is too difficult or too costly to remove all contamination from a site. ICs are rarely used alone to deal with contamination at a site and often are used in conjunction with an engineered cleanup remedy.



of this Plan. The City of Ottawa has also established a repository at the Reddick Public Library for environmental covenants (EC) and has developed procedures for notifying applicants for building permits of any activity and use restrictions necessary for the Site.

This Plan, along with additional information on the Ottawa Radiation Areas Superfund Site, remaining contamination, and ICs in place, will be updated and available online at www.epa.gov/superfund/ottawa-radiation.

1.4 COMMUNITY PARTICIPATION

An important part of a successful IC program requires community input. Community input can be essential to selecting, using, and monitoring ICs that are the best fit for the community and the protectiveness of the remedy. Mutual respect, trust, and open and timely communication can greatly enhance the ability of all involved to ensure that the most effective ICs are used at the site. There are several opportunities for the community to get involved. These include:

- Master planning meetings.
- Zoning hearings.
- Land use planning meetings.
- Site investigation and remedy selection process.

The community can be helpful in assisting with monitoring ICs. Individual residents and business owners are the eyes and ears of community. They are often the first to notice uses or excavation that appear inconsistent with the site's future use or remedy restrictions. Because ICs are often in place long after a cleanup is finished, community knowledge and input can be important in assuring that the ICs remain protective of human health and the environment. By contacting the appropriate party, an important series of checks and balances can be developed. Residents and business owners should contact the City of Ottawa or one of the stakeholders identified in Appendix A if they see something at a site that is not appropriate or if they have any questions.

The ICs discussed in this Plan are essential components of environmental cleanups such as the Ottawa Radiation Areas Superfund Site. It is important for residents to understand and have the opportunity to take an active role in the selection, use, and monitoring of ICs.

2.0 BACKGROUND

The Ottawa Radiation Areas Superfund site is composed of 16 total subareas in and around Ottawa that were found with radioactive soil. These subareas are known as NPL-1 through NPL-14, Illinois Power Building, and Luminous Processes, Inc. Adjacent (LPI Adjacent) (see Figure 1 on the next page). The source of contamination is attributed to the operation of two Ottawa companies that used radium sulfate paint to produce glow-in-the-dark dials. Radium Dial Company operated from 1920 to 1932 and LPI from 1932 through 1978. Over the course of manufacturing, the dials, equipment, buildings, and surrounding work areas became contaminated with radium-226, the major element of



radium sulfate. Through the years, plant waste was used as fill material at various locations around Ottawa.

U.S. EPA added the Site to the National Priorities List, or NPL on October 14, 1992. The NPL is a list of hazardous waste sites in the United States, which are eligible for long-term remedial action or cleanup under the federal Superfund program. Of the 16 subareas, U.S. EPA prioritized the cleanup of the residential areas because the radioactive contamination posed an immediate health risk. Between 1995 and 1997, U.S. EPA and its contractors removed more than 40,000 tons of radium-contaminated soil from 12 of the 16 areas under the Superfund Removal Program. In 1997, cleanup activities were completed at NPL-2, NPL-3, NPL-5, NPL-6, NPL-7, NPL-10, NPL-12, NPL-13, and NPL-14. Cleanup is complete at these subareas because radium-contaminated soil was removed. Any remaining soil is below U.S. EPA's cleanup level of 6.2 picoCuries per gram (pCi/g) for radium-226, allowing unlimited use and unrestricted exposure (UU/UE) at these properties.

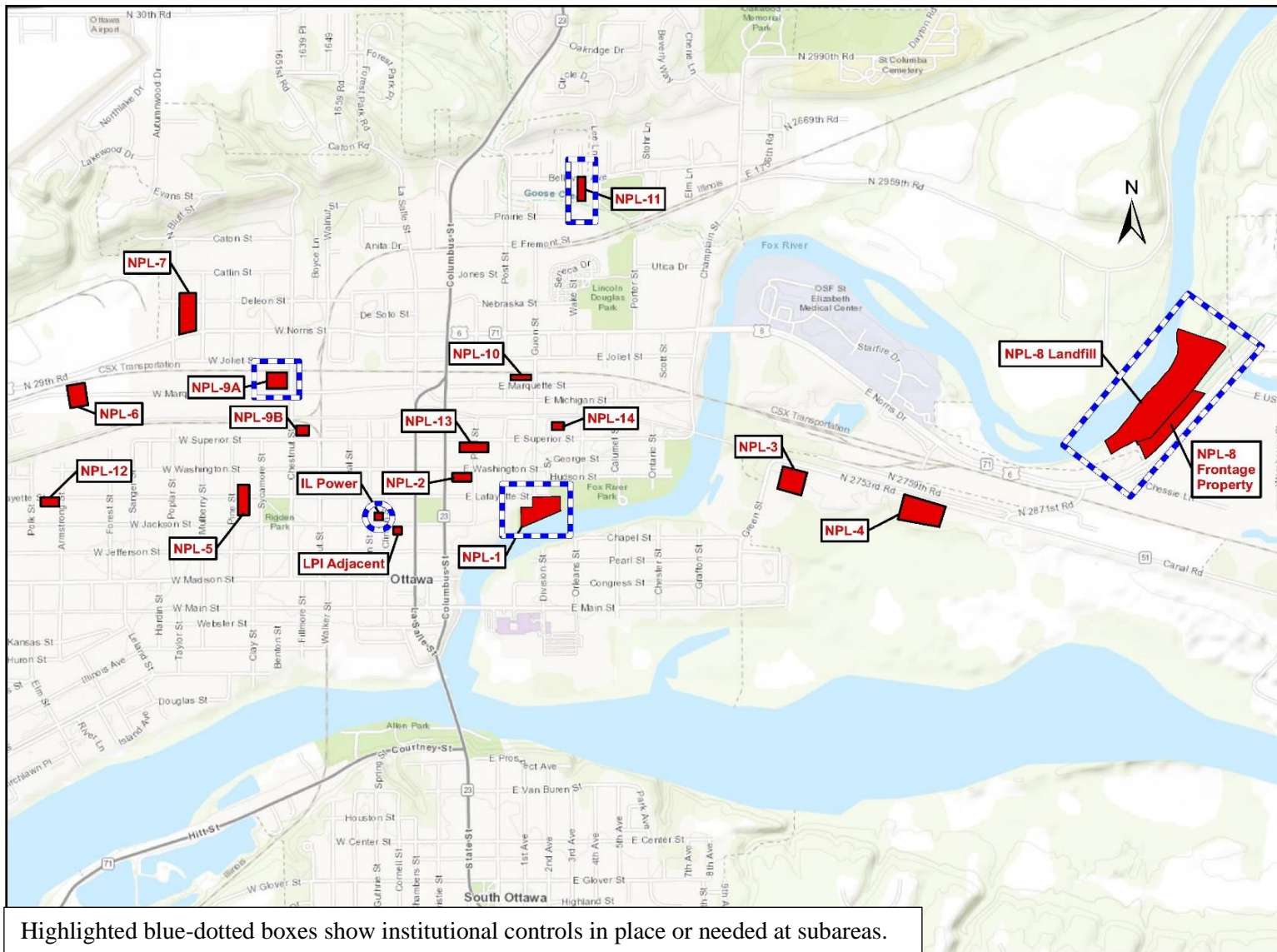
U.S. EPA conducted further investigations at subareas where the cleanup activities were not complete (NPL-1, NPL-9, and NPL-11) as well as other areas (NPL-4, NPL-8, NPL-11, the Illinois Power Building, and the LPI Adjacent site) under the Superfund Remedial Program. U.S. EPA designated these remaining sites into five cleanup areas that the Agency refers to as operable units (OUs):

- OU1: NPL-8 Landfill
- OU2: NPL-1, NPL-4, NPL-9, NPL-11, and the Illinois Power Building
- OU3: Lead-contaminated soil removal¹
- OU4: NPL-8 Frontage Property
- OU5: LPI Adjacent

Cleanup activities have since been completed for all subareas except NPL-8 Landfill and NPL-8 Frontage Property. Cleanup at the NPL-4 and LPI Adjacent subareas allow for UU/UE; however, ICs are required for NPL-1, NPL-8, NPL-9, NPL-11, and the Illinois Power Building due to remaining subsurface contamination. Details of the cleanup action for these four subareas requiring ICs are included in the following sections.

¹ Additional non-radiation data collected at NPL-1 and NPL-9 resulted in lead-contaminated soil removal.

Figure 1. Ottawa Radiation Areas Superfund Site Subarea Locations





2.1 NPL-1

The NPL-1 site is an area of about 5 acres within the City of Ottawa. It consists of several parcels of land located at the intersection of Lafayette and Guion Streets. To the north, the site is bordered by several residences located on Lafayette Street, to the east by the Marquette High School athletic field, to the south by the Fox River, and to the west by residences. Open fields with some trees make up the southern portion of the site near the Fox River and a public walking path, known as the River Walk, traverses the site from east to west, adjacent to the Fox River.

In December 2011, a human health risk assessment was prepared to determine whether site contaminants posed a current or potential future risk to people and the environment. For this assessment, the NPL-1 site was divided into six exposure areas: A, B, C, D, E, and M. The maximum concentration of radium-226 measured in Areas B, C, D, and M was found to be less than U.S. EPA's cleanup level so specific risks were not calculated for these areas.

As part of the initial cleanup action, between 1995 and 1997, a total of 12,040 tons of radium-contaminated soil was removed down to 6 to 8 feet below ground surface (bgs) from NPL-1. Due to budgetary constraints at the time, further excavation could not be completed.

In 2002, U.S. EPA removed lead-contaminated soil from four residential locations at NPL-1 under the OU3 removal. Verification sampling confirmed no lead in soil concentrations above the action levels and this part of the cleanup action is considered complete at NPL-1.

During remedial actions conducted at NPL-1A in 2006 and 2007, an additional area of radium-226 contamination was found along the east portion of Guion Street extending beneath the sewer pipe. Radium contamination under Guion Street ranges from 0.24 to 176 pCi/g at a depth of 9 to 10 feet with an estimated volume of 636 cubic yards. The Guion Street subarea of NPL-1 is designated as NPL-1E. Additional radium-226-contaminated soil was also found from 6 to 16 feet in NPL-1A during supplemental investigations in 2009 and 2011. The cost of additional cleanup would be unreasonably high relative to long-term benefits; residual radium-contaminated waste does not pose a clear present or future hazard to human health and the environment. U.S. EPA selected in-place containment and ICs as the remedy for NPL-1A and NPL-1E because these controls provide an overall protection of human health and the environment, are compliant with laws and regulations, offer short- and long-term protection, and are cost effective.

No additional contamination was detected at the remaining areas of NPL-1 during the supplemental investigations in 2009 and 2011.



Current/Future Uses

NPL-1A is currently a vacant property and the eastern portion is used for River Walk access. NPL-1E is covered by Guion Street and the Guion Street right-of-way (ROW). Land use is not expected to change in the future.

2.2 NPL-8

The NPL-8 site is approximately 17 acres situated on State Route (SR) 71 about 1 mile east of the Ottawa city limits, near the intersection of SRs 71 and 6. The site is divided into two areas: the Landfill and the Frontage Property. The NPL-8 Landfill is approximately 13 acres and is bordered by the Fox River on the north and the Frontage Property on the south and east. The Frontage Property of NPL-8 is approximately 4 acres and is bordered by SR 71 on the south and east, a defunct car dealership on the west, and the NPL-8 Landfill on the north.

The cleanup action at NPL-8, specifically on the Frontage Property, began in 2019. According to the 2000 and 2003 Record of Decisions (ROD) for NPL-8 landfill and NPL-8 Frontage Property, contaminated soil above 6.2 pCi/g radium will be excavated to a depth of 10 feet and backfilled with clean material. Radium-contaminated soil below 10 feet bgs will remain on site at levels preventing UU/UE after the cleanup action is complete. ICs such as land-use restrictions for both subareas are planned to protect the 10-foot soil covers and human health and the environment. ICs will be implemented at the Frontage Property before all NPL-8 remedial actions are completed to ensure future property owners are aware of existing contamination and land use does not change.

Current/Future Uses

The landfill property, owned by the State of Illinois, is currently fenced and unused. The state plans to limit future use of the property to recreational use and will be responsible for enforcement of these restrictions.

The Frontage Property is currently owned by Grand Rapids Enterprises, Inc., a construction equipment supply company. The property formerly housed Midwest Landscaping, which is now defunct. The property has been used for commercial/industrial purposes and no change in use is expected in the future. The property has also been used as an access point to the NPL-8 Landfill property by U.S. EPA and state agencies.

2.3 NPL-9

The NPL-9 area consists of two parcels of land (NPL-9A and NPL-9B) within the Ottawa city limits totaling approximately 1.9 acres. NPL-9A is located at the northwest corner of the intersection of Marquette and Chestnut Streets and is owned by Etna Oil Company. The parcel is bordered to the north by railroad tracks, to the east by Chestnut Street, to the west by residences,



and to the south by Marquette Street. NPL-9B is located approximately 500 feet south of NPL-9A, just west of the Chestnut Street, on the Illinois and Michigan Canal towpath and is owned by the Illinois Department of Natural Resources.

In 2001, U.S. EPA removed lead-contaminated soil down to 4 feet at 613 West Marquette Street (a commercial building), which is subarea NPL-9A. Sampling found that some areas at 613 West Marquette Street exceeded the industrial/commercial cleanup levels for lead below 4 feet. The former landowners recorded a restrictive covenant that limits the use of the property to industrial/commercial use, prohibits residential use, and prohibits disturbance of soil below 4 feet.

During the 2006 to 2007 cleanup action, U.S. EPA removed 640 tons of radium-contaminated soil down to 11 feet bgs from NPL-9A and 240 tons of radium-contaminated soil down to 4 to 7 feet bgs at NPL-9B. Verification sampling confirmed the 6.2 pCi/g cleanup level was met. Cleanup action at NPL-9 is considered complete. After the 2001 removal action, lead was discovered at the 613 West Marquette Street parcel that exceeded cleanup standards for lead below 4 ft bgs. The property owner had previously executed a property IC in the form of a Warranty Deed with Reservation of Environmental Easement and Declaration of restrictive Covenants. However, because the 2000 ROD and 2001 Action Memorandum do not require ICs for the 613 West Marquette Street parcel, U.S. EPA issued an Explanation of Significant Differences (ESD) to the ROD document requiring ICs for the 613 West Marquette Street parcel on September 24, 2018.

Current/Future Uses

Land use at the 613 West Marquette Street parcel is restricted to industrial/commercial use and expected to remain that way in the future.

2.4 NPL-11

NPL-11 is located on the northeast side of the City of Ottawa at 351 and 353 Bellevue Avenue. The 0.75-acre site consists of two vacant residential lots bordered by Bellevue Avenue to the north, Goose Creek to the south, and residences to the east and west.

As part of the 1996 removal action, U.S. EPA excavated radium-contaminated soil above 6.2 pCi/g and removed a total of 4,176 tons of radium-contaminated soil from NPL-11. Verification samples indicated that contamination remained below the water table at the elevation 491.25 feet (6 feet bgs). About 5 to 6 feet of clean backfill was placed over the contamination. Although the 2003 ROD for NPL-11 selected excavation of all soil contaminated with radium-226 above 6.2 pCi/g, U.S. EPA's subsequent investigation determined that it was technically impracticable to meet the 6.2 pCi/g cleanup level below an elevation of 491.25 feet at NPL-11. U.S. EPA subsequently signed a ROD Amendment on August 16, 2010, which selected ECs to implement



land use restrictions. Environmental covenants are currently in place for both NPL-11 parcels located at 351 and 353 Bellevue Avenue.

U.S. EPA conducted a groundwater investigation to test for elevated radium-226 concentrations in groundwater on site and to determine whether nearby Goose Creek and resident populations were impacted. The investigation found that groundwater did not exceed the radium regulatory standard. Goose Creek sediment samples and residential radon sampling did not indicate off-site migration of contaminated groundwater.

Current/Future Uses

The NPL-11 parcels remain vacant but bordered by residential properties to the east and west. Land use is expected to remain unchanged.

2.5 ILLINOIS POWER BUILDING

The Illinois Power Building is located on a 1.5-acre property within the City of Ottawa. The site is at the corner of Jefferson and Fulton Streets in the central business district. The site is bordered by Jefferson Street to the south, Canal Street and a city parking lot to the west, Jackson Street to the north, and Fulton Street to the east.

During the 2006 through 2007 cleanup action, U.S. EPA removed a total of 23 tons of radium-contaminated soil. Soil was excavated down to approximately 12 inches in the southern area and 18 inches in the western area. Verification sampling confirmed that the 6.2 pCi/g cleanup level was met. For safety reasons, the soil beneath the Illinois Power Building was never evaluated. In 2007, IEMA recorded radon measurements in the building. Although average radon concentrations were below the recommended action level of 4.0 pCi/L, there were periods where the radon concentrations were recorded above the action level. IEMA recommended that indoor radon mitigation systems return to full operability. Because the soil beneath the building was never evaluated, a Declaration of Environmental Restrictive Covenant was included as part of the remedy for the subarea. The restrictive covenant was put in place in 2008 and cleanup is considered complete at the Illinois Power Building.

Current/Future Uses

The site is currently used as a commercial property and is expected to remain that way in the future.

2.6 FIVE-YEAR REVIEW

U.S. EPA reviews the Ottawa Radiation Areas Superfund Site every five years to ensure human health and the environment are being protected. This FYR is required under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as Superfund, for cleanup actions where contaminants remain above levels allowing UU/UE. The



implementation and performance of the Site's selected remedies are evaluated and recommendations are given for any issues found.

The Site inspection conducted for the 2016 FYR did not find any inappropriate land use. No activities were observed that would have violated the ICs and no new uses of groundwater were observed. U.S. EPA and IEMA are not aware of Site or media uses that are inconsistent with the stated objectives of the ICs. The 2016 FYR confirmed that the objectives of the ICs are being complied with and that the remedy appears to be functioning as intended. Because a remedial action has not yet been initiated at the NPL-8 Landfill and Frontage Property, the remedy protectiveness for these subareas was not evaluated.

The FYR noted that the development of a long-term stewardship plan for the Site and the implementation of environmental covenants at NPL-1 and NPL-11 were needed. The required environmental covenants at NPL-1 still must be implemented. The NPL-11 environmental covenant was finalized in 2018. The FYR also noted that an ESD requiring ICs for NPL-9A (613 West Marquette Street) is needed because the implemented removal action does not allow UU/UE due to the levels of lead remaining in the soil. U.S. EPA issued the ESD requiring ICs on September 24, 2018.

Under the Consent Decree with the City of Ottawa, the City has agreed to conduct the following activities:

- Establish a repository for property agreements and environmental covenants related to the Site.
- Document procedures for notifying applicants of city building and construction permits of activity.
- Document use restrictions at the Site, including registration of the sites with remaining contamination with the Illinois One Call system.

3.0 INSTITUTIONAL CONTROLS

ICs are required for NPL-1, NPL-8, NPL-9, NPL-11, and the Illinois Power Building due to remaining underground contamination. Complete cleanup of contamination in these areas would be extremely difficult to implement and unreasonably costly relative to the long-term benefits. ICs for these subareas include restrictions on land and building use and construction activities to prevent disturbance of and exposure to contamination. The Illinois Power Building also required an indoor radon mitigation system. U.S. EPA is currently working with property owners to implement the ICs for NPL-1A (the River Walk Access ROW) and NPL-1E (Guion Street). U.S. EPA issued the NPL-9 ESD documenting the need for the previously implemented environmental covenant.



3.1 BACKGROUND ON INSTITUTIONAL CONTROLS

ICs are administrative and legal controls that generally do not involve construction or physically changing the site. They minimize the potential for human exposure to contamination and protect the integrity of remedies by restricting the use of properties not suitable for unrestricted use and unlimited exposure. In many site cleanups, ICs help reduce the possibility that people will come in contact with contamination and may also protect expensive cleanups from damage. The use of ICs is not a way “around” treatment or cleanup, but rather part of a balanced, practical approach to site cleanup that relies on both engineered and non-engineered remedies.

U.S. EPA guidance encourages the use of ICs in “layers” and/or in “series” to enhance overall protectiveness. Layering ICs means using more than one IC at the same time, all with the same goal (e.g., a consent decree, deed notice, or environmental covenant to prevent the use of drinking water wells). Using ICs in series may also allow different ICs over time when site circumstances or IC processes change. For example, restrictions can gradually be reduced as progress is made toward cleanup goals. Used in such overlapping ways ICs can be more securely relied upon to provide an important measure of safety to ensure long-term protectiveness. Thus, usually more than one type of IC is put in place at a single site.

There are four general types of ICs, which include proprietary, governmental, enforcement, and informational. These are discussed below.

Proprietary controls are generally the primary ICs utilized at the site and refer to land use controls on property. These ICs are called deed restrictions or environmental covenants and are typically established by a private agreement between the property owner and a state and/or federal agency and include established restrictions or perpetual activity and use restrictions that may be enforced by the applicable state and/or federal agency. Proprietary ICs are recorded on the property title or deed and “run with the land,” meaning they are in force and should be included on each deed when the land is transferred to a new owner. This puts future purchasers on notice of remaining contamination on the property and informs them of restrictions on the use of that property.. Under the Illinois Uniform Environmental Covenants Act (UECA), environmental agencies, local governments, and specified holders are identified in the deed instrument and allow enforcement of those restrictions of environmental covenants in addition to certain landowners.

Enforcement tools with IC components are legal tools that limit certain site activities or require the performance of specific activities (e.g., monitor and report on IC effectiveness). These enforcement instruments involve federal or state government agencies that have jurisdiction to issue an Order unilaterally or negotiated with several or all affected parties. The enforcement tools in place at the Site are an Administrative Order on Consent (AOC) and a Consent Decree. An AOC is a legal document that formalizes an agreement between the U.S. EPA and one or more potentially responsible parties (PRPs) to address some or all parties’ responsibility for a site. A Consent Decree is a legal document approved by a judge that formalizes an agreement



reached between U.S. EPA and companies, governments, or individuals associated with contamination at the sites through which PRPs will take certain actions to resolve the contamination at a Superfund site.

Governmental controls impose land or resource restrictions using the authority of an existing local or state unit of government, such as local ordinances, laws, or permitting regulations. For example, the City of Ottawa has an ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells within city limits.

Informational devices provide information or notification (often as a recorded notice in property records) or advise local communities, tourists, recreational users, or other interested persons that residual contamination remains on site. They do not provide enforceable restrictions but do serve to give notice of restricted or allowable activities. For example, some of the contaminated properties have been put into the Illinois JULIE (Joint Utility Locating Information for Excavators) call before you dig program, also known as the “Illinois One-Call System.” JULIE is a not-for-profit organization that provides a free service to professional excavators and homeowners to locate and mark underground utility facilities. Additionally, certain properties within the area of the site have been put into the JULIE system to notify of potential contamination. JULIE services are initiated by calling at 811 or 1-800-892-0123 or via placing a remote request or ticket on-line. Additionally, at this site, a repository of important IC information is in-place. The information repository is located at the Reddick Library, 101 Canal Street, Ottawa.

3.2 IC OBJECTIVES AND USE RESTRICTIONS MATRIX

Table 1 provides a matrix that summarizes the Ottawa Radiation Areas Site's IC objectives, use restrictions, and the duration of use restrictions. Page numbers are provided to indicate where the Subarea was cited in the ROD, Consent Decree, IC or EC. The anticipated duration for all ICs is perpetual.

Table 1. Ottawa Radiation Areas Superfund Site Institutional Controls

Subarea*	Parcel*	Contaminants Remaining	Engineering Controls	Use Restrictions	ROD/Consent Decree Requirements for Restrictions	IC Instruments and Implementation Date
NPL-1A	Parcel 21-11-237-001	Radium-226 in soil	Excavation, backfill, and treatment of perched groundwater (complete)	<ul style="list-style-type: none"> Prohibit excavation of soil below 4 feet bgs unless conducted pursuant to U.S. EPA- or IEMA-approved work plan and such material is tested for radium-226 and disposed in accordance with applicable regulations. Maintain 4 feet of clean cover. Prohibit construction or use of any building Prohibit residential or other indoor use. Prohibit uses inconsistent with recreational use. Prohibit use of groundwater as potable water supply. 	<ul style="list-style-type: none"> 2013 ROD Amendment includes land use restrictions. Pages 5, 9 Consent Decree (1:10-cv-01887) Pages 5, 7-14 	<ul style="list-style-type: none"> EC 2020-0045 in place 1/10/2020. Page 3 JULIE one-call system Memorandum of Understanding (MOU) with Illinois EPA dated 7/20/2010
	River Walk Access ROW	Radium-226 in soil	Excavation, backfill, and treatment of perched groundwater (complete)	<ul style="list-style-type: none"> Prohibit excavation of soil below 4 feet bgs unless conducted pursuant to U.S. EPA- or IEMA-approved work plan and such material is tested for radium-226 and disposed of in accordance with applicable regulations. Prohibit construction and use of any building. Prohibit other indoor use. Prohibit uses inconsistent with recreational land use. Prohibit use of groundwater as potable water supply. 	<ul style="list-style-type: none"> 2013 ROD Amendment includes land use restrictions. Pages 5, 9 Consent Decree (1:10-cv-01887). Pages 5, 7-14 	<ul style="list-style-type: none"> EC is pending. JULIE one-call system MOU with IEPA dated 7/20/2010
NPL-1E	Guion Street	Radium-226 in soil	Excavation, backfill, and treatment of perched groundwater (complete)	<ul style="list-style-type: none"> Prohibit excavation of soil below 2 feet bgs unless conducted pursuant to U.S. EPA- or IEMA-approved work plan and such material is tested for radium-226 and disposed in accordance with applicable regulations. Maintain clean cover of at least 6.5 inches on property. Prohibit construction of any building on property Prohibit indoor or residential use of property Prohibit uses inconsistent with public roadway or recreational land use. Prohibit use of groundwater as potable water supply. Follow procedures set forth in Appendix E if maintenance is required on sewer lines located on the property. 	<ul style="list-style-type: none"> 2013 ROD Amendment includes land use restrictions. Pages 5, 9 Consent Decree (1:10-cv-01887). Pages 5, 9, 10, 14 	<ul style="list-style-type: none"> EC 2019-05710 in place 5/6/19. Pages 3, 4 JULIE one-call system MOU with IEPA dated 7/20/2010



Subarea*	Parcel*	Contaminants Remaining	Engineering Controls	Use Restrictions	ROD/Consent Decree Requirements for Restrictions	IC Instruments and Implementation Date
NPL-8	Frontage Property	Radium-226 in soil	Excavation down to 10 feet bgs, backfill with clean material	<ul style="list-style-type: none"> Prohibit disturbance of 10-foot clean soil cover and excavation below 10 feet bgs. Prohibit construction of buildings with basements. Require radon reduction system for buildings without basements. 	<ul style="list-style-type: none"> 2003 ROD requires land use restrictions. Pages 5-7 Consent Decree (1:10-cv-01887). includes requirements for recording a notice to successors-in-title (Paragraph 5A) implementing ECs (Para. 13b); implementing a governmental control plan (Para. 16); prohibiting use of property in a manner that poses an unacceptable risk due to exposure to waste materials or interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures (Para. 11). Pages 5, 7-8, 10-14 	<ul style="list-style-type: none"> City of Ottawa Ordinance Number 002-2007 in place 1/16/2007 (Groundwater restriction). EC is planned for implementation following construction completion. JULIE one-call system MOU with IEPA dated 7/20/2010 Recording of Notice of Contamination (req. by Consent Decree) Governmental Control Plan – repository or Consent Decree requires non-interference with contamination and remedy
	Landfill	Radium-226 in soil	Excavation down to 10 feet bgs, backfill with clean material, treat perched groundwater	<ul style="list-style-type: none"> Restrict siting of buildings and excavation below 10 feet in soil. 	<ul style="list-style-type: none"> 2000 ROD requires land use restrictions. Page 51 Consent Decree (1:10-cv-01887). Pages 5, 7-8, 10-14: See above 	<ul style="list-style-type: none"> City of Ottawa Ordinance Number 002-2007 in place 1/16/2007 (Groundwater restriction). EC is planned for implementation following construction completion. JULIE one-call system MOU with IEPA dated 7/20/2010
NPL-9	613 West Marquette Street	Lead in soil	Excavation of lead contaminated soils up to a depth of 4 feet bgs (complete)	<ul style="list-style-type: none"> Prohibit residential land use. Prohibit any land use as hospital, educational institutions, day care for children, or any purpose involving 24-hour occupancy. Prohibit the disturbance of soil below 4 feet bgs unless soil is sampled and determined to be below 750 ppm lead or soil exceeding 750 ppm is removed pursuant to an U.S. EPA-approved work plan. 	<ul style="list-style-type: none"> ESD to 2000 ROD issued 9/24/18. Page 3 Consent Decree (1:10-cv-01887). Pages 14, 66 	<ul style="list-style-type: none"> City of Ottawa Ordinance Number 002-2007 in place 1/16/2007 (Groundwater restriction). Restrictive Covenant in place 3/11/2004 R2004-6385. Page 2. JULIE one-call system MOU with Illinois EPA dated 7/20/2010



Subarea*	Parcel*	Contaminants Remaining	Engineering Controls	Use Restrictions	ROD/Consent Decree Requirements for Restrictions	IC Instruments and Implementation Date
NPL-11	351 Bellevue Avenue Parcel	Radium-226 in soil	None (Excavation and backfill completed under 1996 Superfund Time-Critical Removal action)	<ul style="list-style-type: none"> Prohibit excavation of soil below 491.25 feet in area of contamination unless conducted pursuant to U.S. EPA- or IEMA-approved work plan. Prohibit construction of any building in the area of contamination unless slab-type building and radon reduction system installed. Require material excavated from site tested and disposed of in accordance with applicable regulations. Prohibit use of groundwater. 	<ul style="list-style-type: none"> 2010 ROD Amendment requires land use restrictions. Pages 4, 5 AOC VW-91-C-081 in place 12/31/1990. Page 4 Consent Decree (1:10-cv-01887). Pages 5, 14 	<ul style="list-style-type: none"> City of Ottawa Ordinance Number 002-2007 in place 1/16/2007 (Groundwater restriction). EC 2018-10956 in place 8/10/2018. Pages 3, 4 JULIE MOU with Illinois EPA dated 7/20/2010
	353 Bellevue Avenue Parcel	Radium-226 in soil	None (Excavation and backfill completed under 1996 Superfund Time-Critical Removal action)	<ul style="list-style-type: none"> Prohibit use of groundwater use. Prohibit excavation of soil below 3 feet in area of contamination unless conducted pursuant to U.S. EPA-approved work plan. Prohibit construction of any building in the area of contamination unless slab-type building and radon reduction system installed. Radon levels must not exceed 4 pCi/L. Prohibit use of groundwater. 	<ul style="list-style-type: none"> 2010 ROD Amendment requires land use restrictions. Pages 4, 5 Consent Decree (1:10-cv-01887). Pages 5, 14 	<ul style="list-style-type: none"> City of Ottawa Ordinance Number 002-2007 in place 1/16/2007 (Groundwater restriction). EC 2009-22484 in place 9/2/2009. Page 4 JULIE one-call system MOU with Illinois EPA dated 7/20/2010
Illinois Power Building	320 W Jefferson Street	Radium-226 in soil	Excavation and backfill (complete)	<ul style="list-style-type: none"> Prohibit intruding into or demolishing building foundation. Prohibit excavation of soils under buildings unless extent of contamination study is conducted and contamination removed. Owner must operate and maintain radon mitigation system and conduct radon testing every 2 years. 	<ul style="list-style-type: none"> 8/2/2012 ESD to OU2 2000 ROD documenting need for IC. Pages 1, 3 Consent Decree (1:10-cv-01887). Pages 14, 57 	<ul style="list-style-type: none"> City of Ottawa Ordinance Number 002-2007 in place 1/16/2007 (Groundwater restriction). Environmental Restrictive Covenant 2008-20282 in place 9/5/2008. Page 2 JULIE MOU with Illinois EPA dated 7/20/2010

* See Appendix A for additional contact information for each subarea and parcel.



4.0 LONG-TERM STEWARDSHIP

Long-term protectiveness at the Site requires compliance with effective ICs to ensure that the remedy continues to function as intended. This section outlines procedures for the monitoring, enforcement, maintenance, and reporting of effective institutional controls at the Site.

4.1 IC MONITORING AND REPORTING

The City of Ottawa is responsible for the annual inspection, review, and monitoring of each site to document that no inconsistent uses have occurred, that ICs remain in place and are effective, and that any necessary contingency actions have been executed. The City of Ottawa needs to document the certification to U.S. EPA annually. U.S. EPA will also communicate as needed with the City of Ottawa to assess the IC program over time.

4.1.1 Environmental Covenants

Several ECs are in place to ensure that the remedies put in place at the Ottawa Radiation site continue to function as intended. These ECs are outlined below and are also referenced in the Table 1 in Section 3.2. Copies of all ECs are included in Appendix B.

- NPL-1A: Environmental Covenant 2020-00455, January 10, 2020
- NPL-1E: Environmental Covenant 2019-5710, May 16, 019
- NPL-9: Restrictive Covenant R2004-06385, March 16, 2004
- NPL-11a: Environmental Covenant 2018-10956, August 10, 2018
- NPL-11b: Restrictive Covenant R2009-22484, September 2, 2009
- Illinois Power: Restrictive Covenant R2008-20282, September 5, 2008

4.1.2 Other Control Instruments

Additional control instruments have also been put in place to ensure the remedies continue to function as intended. These instruments are provided below and are also referenced in Table 1 in Section 3.

Memorandum of Understanding (MOU) with Illinois EPA

The MOU with Illinois EPA provides for the use of the City of Ottawa's Groundwater Ordinance No. 002-2007 as an IC and specifies the City's responsibilities to ensure the long-term integrity of the groundwater or well ordinance (see Table 1 for details). Under the MOU, the City of Ottawa will be responsible for the following:

- Notifying the Illinois EPA Bureau of Land of any proposed ordinance changes or requests of variance at least 30 days prior to the date of any proposed change.
- Maintaining a registry of all sites within its corporate limits that have received "No Further Remediation" determinations.



- Reviewing the registry of sites prior to siting public potable water supply wells with the area covered by the ordinance.

Consent Decree 1 10 cv 01887, Page 14

The City of Ottawa has established a repository for ECs at the Reddick Public Library, 1010 Canal Street, Ottawa; and has developed procedures for notifying applicants for building permits of any activity and use restrictions necessary for the Site.

JULIE

The City of Ottawa has registered subareas with remaining underground contamination (NPL-1, NPL-8, NPL-9, NPL-11, and the Illinois Power Building) with the JULIE one-call system. Any proposed excavation within 50 feet of affected parcel boundaries will flag a JULIE ticket specific to the remaining radium-226 or lead contamination, which will trigger the City of Ottawa to notify the entity conducting subsurface intrusion of the existing contamination and ensure no activities are conducted that are inconsistent with the ECs. If such activities are identified, the City of Ottawa will notify U.S. EPA and IEMA immediately.

Five-Year Reviews

U.S. EPA will conduct FYRs, as required under Section 121 of CERCLA, as amended by the Superfund Amendments and Reauthorization Act (SARA) and the National Contingency Plan (NCP), which state that remedial actions resulting in any hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure will be reviewed every five years to ensure protection of human health and the environment.

The FYRs will include site inspections to ensure land use follows the stated objectives of the ICs and that observed activities do not violate the ICs. The review will also evaluate whether the site remedies are functioning as intended.

4.2 IC OPERATION AND MAINTENANCE

Operation and maintenance (O&M) activities, such as compliance monitoring of land use restrictions, are required at NPL-1A, NPL-1E, NPL-8 Frontage Property, NPL-8 Landfill, NPL-11, and the Illinois Power Building where subsurface radium contaminated material will remain in place.

U.S. EPA will communicate on at least an annual basis with the City of Ottawa to assess ongoing effectiveness of the one-call notification system and ensure that this notification system remains in place.

The City of Ottawa is responsible for the maintenance of the asphalt road on Guion Street under a Consent Decree with the United States. The owner of the Illinois Power Building property must



operate and maintain radon mitigation systems in any buildings on the property to ensure radon levels do not exceed the regulatory level. The owner must also conduct radon testing at the building every 2 years to be performed by an IEMA-licensed measurement professional to ensure that the system is working properly.

According to the 2000 and 2003 RODs, following the completion of the cleanup action at NPL-8 (landfill and Frontage Property), O&M activities are anticipated to include annual groundwater monitoring and annual maintenance of the 10-foot backfill layer to preserve its integrity as a cover.

4.3 IC ENFORCEMENT

Property owners are responsible for abiding by and implementing the requirements of the ICs on their properties. All ICs, except those for NPL-1A (River Walk Access ROW) and NPL-1E (Guion Street) have been implemented as of the date of this Plan. U.S. EPA is currently working with the property owner to implement the ICs at NPL-1. Additional ICs at NPL-8 may also be implemented once cleanup activities are completed.

Proper IC enforcement will be identified when and if there is an IC breach. The scope of enforcement will be dependent on the type of IC that is breached and the issues relating to the breach. U.S. EPA and the State of Illinois will be responsible for the enforcement of institutional control requirements. For environmental covenants in place, holders specified in the covenant also have the authority to enforce restrictions in place.

In addition, the City of Ottawa Ordinance No. 002-007 is in place and prohibits the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method within the City of Ottawa.

4.4 IC MODIFICATION AND TERMINATION

For the foreseeable future, ICs will not be terminated at the Ottawa Radiation Areas Superfund Site because they are needed to protect the remedies outlined in the RODs. If the existing remedies change by either a ROD Amendment or an ESD decision document or if the land uses change, U.S. EPA Region 5 will review the ICs in place and decide whether any modifications are needed.

4.5 STEWARDSHIP COMMUNICATION PLAN REVIEW

This Plan will be updated as needed when changes or updates occur.



5.0 REFERENCES

U.S. Environmental Protection Agency (U.S. EPA) Region 5. 2018. Explanation of Significant Differences for Ottawa Radiation Areas Superfund Site. September 24.

U.S. EPA Region 5. 2016. Second Five-Year Review Report for Ottawa Radiation Areas Superfund Site. November 7.

U.S. EPA Region 5. 2013. Record of Decision Amendment for Ottawa Radiation Areas, NPL-1. September 6.

U.S. EPA Region 5. 2010. Record of Decision Amendment for Ottawa Radiation Areas, NPL 11. August 16.

U.S. EPA Region 5. 2000. Record of Decision (OU2). September 8.

Background on Institutional Controls:

www.epa.gov/sites/production/files/documents/final_pime_guidance_december_2012.pdf

www.epa.gov/sites/production/files/documents/ic_ctzns_guide.pdf



Appendix A Stakeholder Contact Information

AGENCIES

<p><u>U.S. Environmental Protection Agency</u> Region 5 Superfund Division 77 West Jackson Blvd. Chicago, IL 60606</p> <p>Nabil Fayoumi Remedial Project Manager 312-886-6840 fayoumi.nabil@epa.gov</p> <p>Cheryl Allen Community Involvement Coordinator 312-353-6196 allen.cheryl@epa.gov</p>	<p><u>Illinois Emergency Management Agency</u> Division of Nuclear Safety 1301 Knotts St. Springfield, IL 62703</p> <p>Kelly Horn Section Head, Environmental Management 217-558-5135 kelly.horn@illinois.gov</p>
<p><u>Illinois Environmental Protection Agency</u> Federal Site Remediation Section, #24 Bureau of Land PO Box 19276 Springfield, IL 62794-9276</p> <p>Charlene Falco 217-785-2891 charlene.falco@illinois.gov</p>	<p><u>City of Ottawa</u> 301 W. Madison St. Ottawa, IL 61350</p> <p>David Noble Economic Development Director 815-433-0161 dnoble@cityofottawa.org</p>



PROPERTIES

Location	Address
NPL-1E	Guion Street (south of East Lafayette Street and a portion of East Lafayette Street)
NPL-8 Frontage Property	1820 East Norris Drive
NPL-8 Landfill	Adjacent to 1820 East Norris Drive
NPL-9	613 West Marquette Street
NPL-11	351 Bellevue Avenue
NPL-11	353 Bellevue Avenue
Illinois Power Building	320 W. Jefferson Street



Appendix B Environmental Covenants

Environmental Covenant

2020-0045

NPL-1A

8 1 9 2 3 1 1
Tx:4096435**2020-00455****KAREN L. MILLER****LASALLE COUNTY RECORDER
OTTAWA, IL****RECORDED ON****01/10/2020 09:24 AM****PAGES: 18****PLAT ACT: 0****REC FEE****58.00****This instrument was prepared by:**

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

Please return this instrument to:

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this 19th day of DECEMBER, 2019, by and among the City of Ottawa and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. **Property and Grantor.**

A. **Property:** The real property subject to this Environmental Covenant is legally described in Appendix A, hereinafter referred to as the "Property" or "Former Gray Property." The Property is part of the Ottawa Radiation Areas National Priorities List (NPL) Site with a Comprehensive Environmental Response, Compensation and Liability Act Identification/Spill Number of ILD980606750.

B. **Grantor:** The City of Ottawa, a municipal corporation, is the current fee owner of the Property and is the "Grantor" of this

Environmental Covenant. The mailing address of the Grantor is 301 W. Madison, Ottawa, IL 61350.

3. Holders (and Grantees for purposes of indexing).

A. Illinois Emergency Management Agency (Illinois EMA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EMA, Division of Nuclear Safety, is 1035 Outer Park Drive, Springfield, Illinois 62704.

B. Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

C. The City of Ottawa is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of the City of Ottawa is 301 W. Madison, Ottawa, IL 61350. Regardless of any future transfer of the Property, the City of Ottawa shall remain a Holder of this Environmental Covenant. The City of Ottawa is to be identified as both Grantee and Grantor for purposes of indexing.

4. Agencies. The Illinois EMA, Illinois EPA and the U.S. Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2 of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record.

A. This Environmental Covenant arises under an environmental response project as defined in Section 2 of UECA.

B. The Property is part of the NPL1 subarea of the Ottawa Radiation NPL Site (the Site or NPL Site), which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983.

C. U.S. EPA's Focused Feasibility Study (2012) for NPL-1 of the Ottawa Radiation NPL Site summarizes the results of U.S. EPA's surface radiation surveys, soil borings, soil samples and groundwater samples on the Property. Historical fill material is present through much of the Property. The fill material consists primarily of slag, ash and cinder, brick, wood, and general debris, as well as natural soils and aggregates which is contaminated with radium-226. U.S. EPA removed significant amounts of fill material from the Property, however radium-226 contamination remains on the Property and is present between approximately 4 to 16 feet bgs. Areas of known remaining contamination exceeding 6.2 pCi/gram radium 226 are set forth

in Appendix B. The level of radium-226 in the groundwater on the Property exceeds maximum contaminant levels for radium-226 under the Safe Drinking Water Act.

D. In a Record of Decision (ROD) signed by the U.S. EPA Region 5 Superfund Division Director, U.S. EPA approved a plan for environmental remediation of the Site. The remedial action plan requires implementation and compliance with land and groundwater activity and use limitations at the Property in order to prevent unacceptable exposures from radium-226 remaining at the Site.

E. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Site.

F. The Administrative Record for the environmental response project at the Ottawa Radiation Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact FOIA Officer, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 for information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall “run with the land” in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

- A. Prohibit excavation of soil and/or material on the Property below an elevation of 4 feet bgs unless the excavation is conducted pursuant to a U.S. EPA- or IEMA-approved work plan and such material is tested for radium-226 and disposed of in accordance with applicable regulations;
- B. Maintain the clean soil cover on the Property, which is present to approximately 4 feet bgs;
- C. Prohibit construction of any buildings and prohibit use of any buildings on the Property;
- D. Prohibit any indoor use on the Property;
- E. Prohibit residential use of the Property; and
- F. Prohibit uses inconsistent with recreational land use on the Property.
- G. Grantor is also prohibiting use of groundwater on the Property.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EMA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;
- C. Verifying any data or information submitted to U.S. EPA or Illinois EMA by Grantor and Holders; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in paragraph 5 above or of any Federal or State environmental laws or regulations;

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA and Illinois EMA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other Federal and State law.

9. **Reserved Rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF LASALLE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS EMERGENCY MANAGEMENT AGENCY AS A UECA HOLDER, THE ENVIRONMENTAL PROTECTION AGENCY AS A

UECA AGENCY AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Owner agrees to provide written notice to Illinois EPA, Illinois EMA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. Enforcement and Compliance.

A. Civil Action for Injunction or Equitable Relief. This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. the Illinois Emergency Management Agency;
- ii. the Illinois Environmental Protection Agency;
- iii. the Holders of the Environmental Covenant;
- iv. the U.S. Environmental Protection Agency; and
- v. the City of Ottawa, Illinois.

B. Other Authorities Not Affected. No Waiver of Enforcement. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA, Illinois EPA or Illinois EMA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EMA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA, Illinois EPA and Illinois EMA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA, Illinois EPA or Illinois EMA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA, Illinois EPA or Illinois EMA.

C. Former Owners and Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, Illinois EMA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully the owner of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Appendix C attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Appendix C.

15. Amendment or Termination. Except the Illinois EMA, Illinois EPA and U.S. EPA, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EMA, Illinois EPA, U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City Clerk, City of Ottawa
301 W. Madison
Ottawa, Illinois 61350

To Holder:

Illinois Emergency Management Agency
Division of Nuclear Safety
ATTN: Division Chief
1035 Outer Park Drive
Springfield, Illinois 62704

To Agencies:

For U.S. EPA:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, Illinois 60604

U.S. Environmental Protection Agency
Regional Counsel
Mail Code: C14-J
77 West Jackson Boulevard
Chicago, Illinois 60604

For Illinois EMA:

Illinois Emergency Management Agency
Division of Nuclear Safety
ATTN: Division Chief
1035 Outer Park Drive
Springfield, Illinois 62704

For Illinois EPA:

Illinois Environmental Protection Agency
Division of Legal Counsel
ATTN: Uniform Environmental Covenant Counsel
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EMA;
- ii. the Illinois EPA;
- iii. the U.S. EPA;

U.S. Environmental Protection Agency
Regional Counsel
Mail Code: C14-J
77 West Jackson Boulevard
Chicago, Illinois 60604

For Illinois EMA:

Illinois Emergency Management Agency
Division of Nuclear Safety
ATTN: Division Chief
1035 Outer Park Drive
Springfield, Illinois 62704

For Illinois EPA:

Illinois Environmental Protection Agency
Division of Legal Counsel
ATTN: Uniform Environmental Covenant Counsel
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EMA;
- ii. the Illinois EPA;
- iii. the U.S. EPA;

- iv. each person holding a recorded interest in the Property, including those interests in Appendix C;
- v. each person in possession of the Property; and
- vi. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i to vi above.

18. Compliance Reporting. The Owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7 herein. The Owner shall notify the U.S. EPA, Illinois EPA and Illinois EMA as soon as practicable of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 herein. Additionally, the Owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

“I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Uniform Environmental Covenant for the Former Gray Property of the Ottawa Radiation Areas NPL Site remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8)).”

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA, Illinois EMA and U.S. EPA, whichever is later.

21. List of Appendices:

Appendix A – Legal Description

Appendix B – Map of Sample Results Taken from the Property

Appendix C – List of Recorded Encumbrances

Signature Pages Follow

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

City of Ottawa, Illinois

By *Daniel F. Aussem* (signature)

Daniel F. Aussem, Mayor

State of Illinois)
) SS.
County of LaSalle)

This instrument was acknowledged before me on September 17, 2019, by Daniel F. Aussem, on behalf of the City of Ottawa, Illinois.

Shelly L. Munks (signature)
Notary Public
My Commissioner Expires 4/27/2023



FOR THE ILLINOIS EMERGENCY MANAGEMENT AGENCY

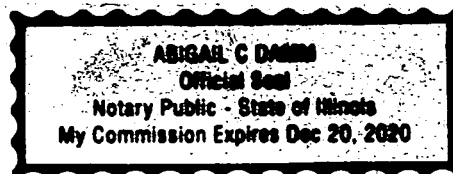
By *Alicia Tate-Nadeau* (signature)

Alicia Tate-Nadeau, Acting Director
Illinois Emergency Management Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on October 1st, 2019, by
Alicia Tate-Nadeau, the Acting Director of the Illinois Emergency Management Agency, a state
agency, on behalf of the State of Illinois.

Abigail C. Damm (signature)
Notary Public
My Commission Expires Dec 20, 20



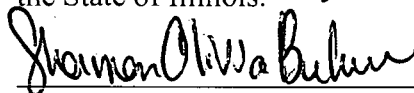
FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

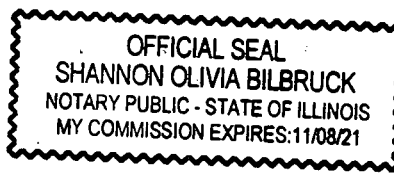
By  (signature)

John J. Kim, Director
Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

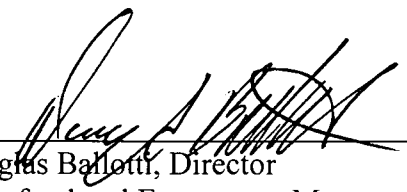
This instrument was acknowledged before me on October 28th, 2019, by John J. Kim, the Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

 (signature)
Notary Public
My Commission Expires 11/8/21



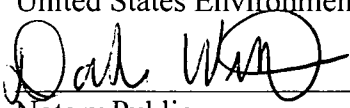
FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

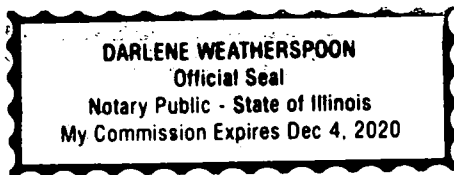
On behalf of the Administrator of the
United States Environmental Protection Agency

By: 
Douglas Ballotti, Director
Superfund and Emergency Management Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on December 19, 2019, by
Douglas Ballotti, Director, Superfund and Emergency Management Division, Region 5 of the
United States Environmental Protection Agency.

 (signature)
Notary Public
My Commission Expires 12-4-20



Appendix A - Legal Description

ALL OF LOT 1 AND LOT 2 IN BLOCK 61 IN STATE'S ADDITION TO OTTAWA AS ILLUSTRATED IN THE PLAT OF STATE'S ADDITION RECORDED IN THE OFFICE OF THE LASALLE COUNTY RECORDER OF DEEDS AS H47 FOUND IN PLAT CABINET C, SLIDE 316 AND ALSO THAT PART OF THE ACCRETION TO BLOCK 61 IN STATE'S ADDITION TO OTTAWA AND THAT PART OF THE VACATED GUION STREET PER DOCUMENT NUMBER R2003-04794 ALL LYING NORTH FO THE NORTHERN EDGE OF THE FOX RIVER AND ALL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 61 IN STATE'S ADDITION TO OTTAWA; THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 120.00 FEET ALONG THE WEST LINE OF SAID BLOCK 61 TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF VACATED GUION STREET; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, 25.81 FEET ALONG THE NORTHERLY LINE OF SAID VACATED GUION STREET TO A POINT; THENCE SOUTH 32 DEGREES 31 MINUTES 47 SECONDS EAST 197 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EDGE OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG THE NORTH BANK OF THE FOX RIVER TO A POINT EXTENDED FROM THE SOUTHEAST CORNER OF SAID BLOCK 61 SOUTH 24 DEGREES 19 MINUTES 00 SECONDS EAST 152.45 FEET OR MORE OR LESS TO THE NORTHERLY EDGE OF THE FOX RIVER; THENCE NORTH 24 DEGREES 19 MINUTES 00 SECONDS WEST 152.45 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID BLOCK 61; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 94.91 FEET ALONG THE EAST LINE OF SAID BLOCK 61 TO THE NORTHEAST CORNER OF SAID BLOCK 61; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST 133.30 ALONG THE NORTH LINE OF SAID BLOCK 61 TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF LASALLE AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 21-11-237-001 (map 18-11-279-001)



Appendix C – List of Recorded Encumbrances on the Property

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate and/or coal and/or oil and gas lease.

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2018 and thereafter.

2017 taxes in the amount of \$270.76 are paid.

PERMANENT TAX NUMBER: 21-11-237-001 (map 18-11-279-001)

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 21-11-237-001 (map 18-11-279-001)
City of Ottawa
301 W. Madison St.
Ottawa, IL 61350
8. Terms, conditions and covenants set forth on Quitclaim Deed recorded as Document 2014-09812.

9. Covenants, conditions, restrictions and easements contained in Environmental Covenant recorded March 20, 2014 as Document Number 2014-04918.

Note: See document copy for particulars.

10. Grant of Sewer Easement dated May 20, 2014 and recorded May 28, 2014 as Document No. 2014-09810 made by Judith M. Gray, surviving wife of Harold Gray to The City of Ottawa recorded in the La Salle County Recorder's Office.

Note: The above easement is shown for informational purposes as the subject property, which is part of the legal description of this document, is owned by the City of Ottawa.

11. Grant of Riverwalk Easement dated May 20, 2014 and recorded May 28, 2014 as Document No. 2014-09811 made by Judith M. Gray, surviving wife of Harold Gray to The City of Ottawa recorded in the La Salle County Recorder's Office.

Note: The above easement is shown for informational purposes as the subject property, which is part of the legal description of this document, is owned by the City of Ottawa.

12. Grant of Riverwalk Easement dated September 3, 2002 and recorded November 6, 2002 as Document No. R2002-32094 made by Harold Gray and Judith M. Gray to The City of Ottawa recorded in the La Salle County Recorder's Office.

Note: The above easement is shown for informational purposes as the subject property, which is part of the legal description of this document, is owned by the City of Ottawa.

13. Terms and conditions of an Ordinance Vacating a Portion of Guion Street made by the City of Ottawa recorded as Document 2003-04794.

14. Possible unrecorded easements for utilities and/or actual utilities lying within the vacated street located within the land described herein, and the rights of the public or quasi-public utility companies to improve, repair or maintain said poles, conduits, pipes, sewers, etc.

15. Any and all rights of the United States of America, the State of Illinois, the municipality and the public in and to that part of the subject property lying within the bed of the Fox River, and the rights, if any, of the adjoining property owners in and to the free and unobstructed flow of the water thereof.

16. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

End Schedule B

Environmental Covenant
2019-05710
NPL-1E

**2019-05710****KAREN L. MILLER
LASALLE COUNTY RECORDER
OTTAWA, IL****RECORDED ON
05/16/2019 10:33 AM****PAGES: 25****PLAT ACT: 0****REC FEE 58.00****This instrument was prepared by:**

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

Please return this instrument to:

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this 6th day of May, 2019, by and among the City of Ottawa and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. Property and Grantor.

Property: The real property subject to this Environmental Covenant is Guion Street South of East Lafayette Street and a portion of the East Lafayette Street in Ottawa, LaSalle County, Illinois and is legally described in Appendix A, hereinafter referred to as the "Property" or "Guion Street Property". The Property is part of the Ottawa Radiation Areas National Priorities List (NPL) Site with a Comprehensive Environmental Response, Compensation and Liability Act Identification/Spill number of ILD980606750.

B. Grantor: The City of Ottawa, a municipal corporation, is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 301 W. Madison, Ottawa, IL 61350.

3. Holders (and Grantees for purposes of indexing).

A. Illinois Emergency Management Agency (Illinois EMA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EMA, Division of Nuclear Safety, is 1035 Outer Park Drive, Springfield, Illinois 62704.

B. Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

C. The City of Ottawa is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of the City of Ottawa is 301 W. Madison, Ottawa, IL 61350. Regardless of any future transfer of the Property, the City of Ottawa shall remain a Holder of this Environmental Covenant. The City of Ottawa is to be identified as both Grantee and Grantor for purposes of indexing.

4. Agencies. The Illinois EMA, Illinois EPA and the U.S. Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2 of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record.

A. This Environmental Covenant arises under an environmental response project as defined in Section 2 of UECA.

B. The Property is part of the NPL1 subarea of the Ottawa Radiation NPL Site (the Site or NPL Site), which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983.

C. Appendix B provides a map of U.S. EPA's sampling results that exceed 6.2 pCi/g radium-226 on the Property. During 2006-2007, U.S. EPA took 14 soil borings along the west and east sides of the Guion Street portion of the Property, which U.S. EPA identified as Area E of NPL 1 subarea of the Ottawa Site. One of these soil samples showed 176 pCi/g radium-226 at a depth of 9-10 feet. Also during 2006-2007, U.S. EPA observed radium-226 contamination underneath the sewer line on the Guion Street portion of the Property. In 2008, U.S. EPA conducted a pilot study field investigation to further delineate the area of radium-226 contamination beneath Guion Street. A total of 58 soil borings were advanced beneath and along

Guion Street and the corridor extending south of Guion Street to the Fox River. Radium-226 did not exceed the cleanup level of 6.2 pCi/g in any of the 55 investigative soil samples taken in 2008. During supplemental remedial investigations, radium-226 was detected in soil south of Lafayette Street from 8 to 12 feet below ground surface (bgs) at concentrations up to 61.2 pCi/g. U.S. EPA's Pilot Study (2009) for the NPL-1 Guion Street area notes that historical fill material is present through much of the Property and up to 20 feet bgs in the northwestern portion of the Property. In many areas a 2-foot thick layer of clay fill was encountered above the historical fill. The historical fill material consists primarily of slag, ash, cinder, brick, wood and general debris, as well as natural soils and aggregates which may be contaminated with radium-226. At the time of this environmental covenant, the Guion Street portion of the Property is used as a road with at least a 6-inch road base layer and 0.5 inch thick tar and chip layer. U.S. EPA's risk assessment has indicated that the current road use or future recreational use would be protective provided a current or equivalent cover is maintained. In a Record of Decision ("ROD") signed by the U.S. EPA Region 5 Superfund Division Director, U.S. EPA approved a plan for environmental remediation of the Site. The following land uses exceed U.S. EPA's acceptable risk range: residential (basement and slab-on-grade construction), indoor industrial/commercial worker (basement and slab-on-grade construction), and outdoor industrial/commercial worker (mixed soil 0 to 10 feet bgs). Recreational use on the Property is within U.S. EPA's acceptable risk range. The remedial action plan requires implementation and compliance with land and groundwater activity and use limitations at the Property in order to prevent unacceptable exposures from radium-226 remaining at the Site.

D. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Site.

E. The Administrative Record for the environmental response project at the Ottawa Radiation Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd., Chicago, Illinois 60604. Persons may also contact FOIA Officer, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 for information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

- A. Prohibit excavation of soil on the Property below 2 feet bgs unless the excavation is conducted pursuant to an U.S. EPA- or IEMA-approved work plan and such material is tested for radium-226 and disposed of in accordance with applicable regulations;

- B. Maintain a clean cover of at least 6.5 inches (e.g. 6-inch road base and 0.5 inch thick tar and chip or 6.5 inch vegetated soil layer) on the Property;
- C. Prohibit construction of any building on the Property;
- D. Prohibit any indoor use on the Property;
- E. Prohibit residential use of the Property;
- F. Prohibit uses inconsistent with either a public roadway or recreational land use on the Property; and
- G. Follow procedures set forth in Appendix E if maintenance is required on sewer lines located on the Property.
- H. Grantor also wishes to prohibit use of groundwater on the Property.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EMA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;
- C. Verifying any data or information submitted to U.S. EPA or Illinois EMA by Grantor and Holders; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in paragraph 5 above or of any Federal or State environmental laws or regulations;

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA and Illinois EMA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other Federal and State law.

9. **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. Future Conveyances, Notice and Reservation:

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF LASALLE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS EMERGENCY MANAGEMENT AGENCY AS A UECA HOLDER, THE ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA, Illinois EMA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. Enforcement and Compliance.

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. the Illinois Emergency Management Agency;
- ii. the Illinois Environmental Protection Agency;
- iii. the Holders of the Environmental Covenant;
- iv. the U.S. Environmental Protection Agency; and
- v. the City of Ottawa, Illinois.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA, Illinois EPA or Illinois EMA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EMA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA, Illinois EPA and Illinois EMA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term

of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA, Illinois EPA or Illinois EMA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA, Illinois EPA or Illinois EMA.

C. Former Owners And Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, Illinois EMA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully the owner of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Appendix C** attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on **Appendix C**.

15. Amendment or Termination. Except the Illinois EMA, Illinois EPA and U.S. EPA, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EMA, U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City Clerk, City of Ottawa
301 W. Madison
Ottawa, Illinois 61350

To Holder:

Illinois Emergency Management Agency
Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62704

To Agencies:

For U.S. EPA:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, Illinois 60604

U.S. Environmental Protection Agency
Regional Counsel
Mail Code: C14-J
77 West Jackson Boulevard
Chicago, Illinois 60604

For Illinois EMA:

Illinois Emergency Management Agency
Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62702

For Illinois EPA:

Illinois Environmental Protection Agency
Division of Legal Counsel
Attn: Uniform Environmental Covenant Counsel
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this

Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EMA;
- ii. the Illinois EPA;
- iii. the U.S. EPA;
- iv. each person holding a recorded interest in the Property, including those interests in Appendix C;
- v. each person in possession of the Property; and
- vi. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i to vi above.

18. Compliance Reporting. The Owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7 herein. The Owner shall notify the U.S. EPA, Illinois EPA and Illinois EMA as soon as practicable of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 herein. Additionally, the Owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:-

"I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Uniform Environmental Covenant for the Guion Street Property of the Ottawa Radiation Areas NPL Site remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8))."

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA, Illinois EMA and U.S. EPA, whichever is later.

21. List of Appendices:

Appendix A – Legal Description

Appendix B – Map of Sample Results Taken from the Property

Appendix C – Location of Sewer Lines on the Property

Appendix D – List of Recorded Encumbrances

Appendix E – Health and Safety Protocol for Sewer Line maintenance on Property

Signature Pages Follow.

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

City of Ottawa, Illinois

By [Signature] (signature)

[Name of signer] Robert M. Eschbach (print)

[Title] Mayor (print)

State of Illinois)

) SS.

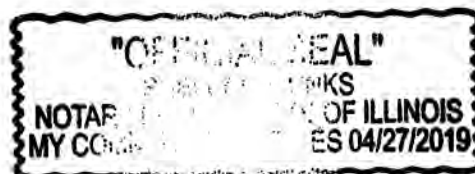
County of LaSalle)

This instrument was acknowledged before me on December 4, 2018, by Robert M. Eschbach, on behalf of the City of Ottawa, Illinois.

[Signature] (signature)

Notary Public

My Commissioner Expires 04/27/19



B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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Appendix E – Health and Safety Protocol for Sewer Line maintenance on Property

Signature Pages Follow

FOR THE ILLINOIS EMERGENCY MANAGEMENT AGENCY

By *Alicia Tate-Nadeau* (signature)

Alicia Tate-Nadeau, Acting Director
Illinois Emergency Management Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on 14 Feb 19, 2019, by
Alicia Tate-Nadeau, the Acting Director of the Illinois Emergency Management Agency, a state
agency, on behalf of the State of Illinois.

Lisa M Desai (signature)
Notary Public
My Commission Expires 7-7-19



DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By [Signature] (signature)

John J. Kim, Acting Director
Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on March 11, 2019, by
John J. Kim, the Acting Director of the Illinois Environmental Protection Agency, a state agency,
on behalf of the State of Illinois.

[Signature] (signature)

Notary Public
My Commission Expires 8-15-2021



DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE


FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On behalf of the Administrator of the
United States Environmental Protection Agency

By: 
Douglas Ballotti, Director
Superfund & Emergency Management Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on May 06, 2019, by
Douglas Ballotti, Director, Superfund & Emergency Management Division, Region 5 of the
United States Environmental Protection Agency.

 (signature)
Notary Public
My Commission Expires September 01, 2020



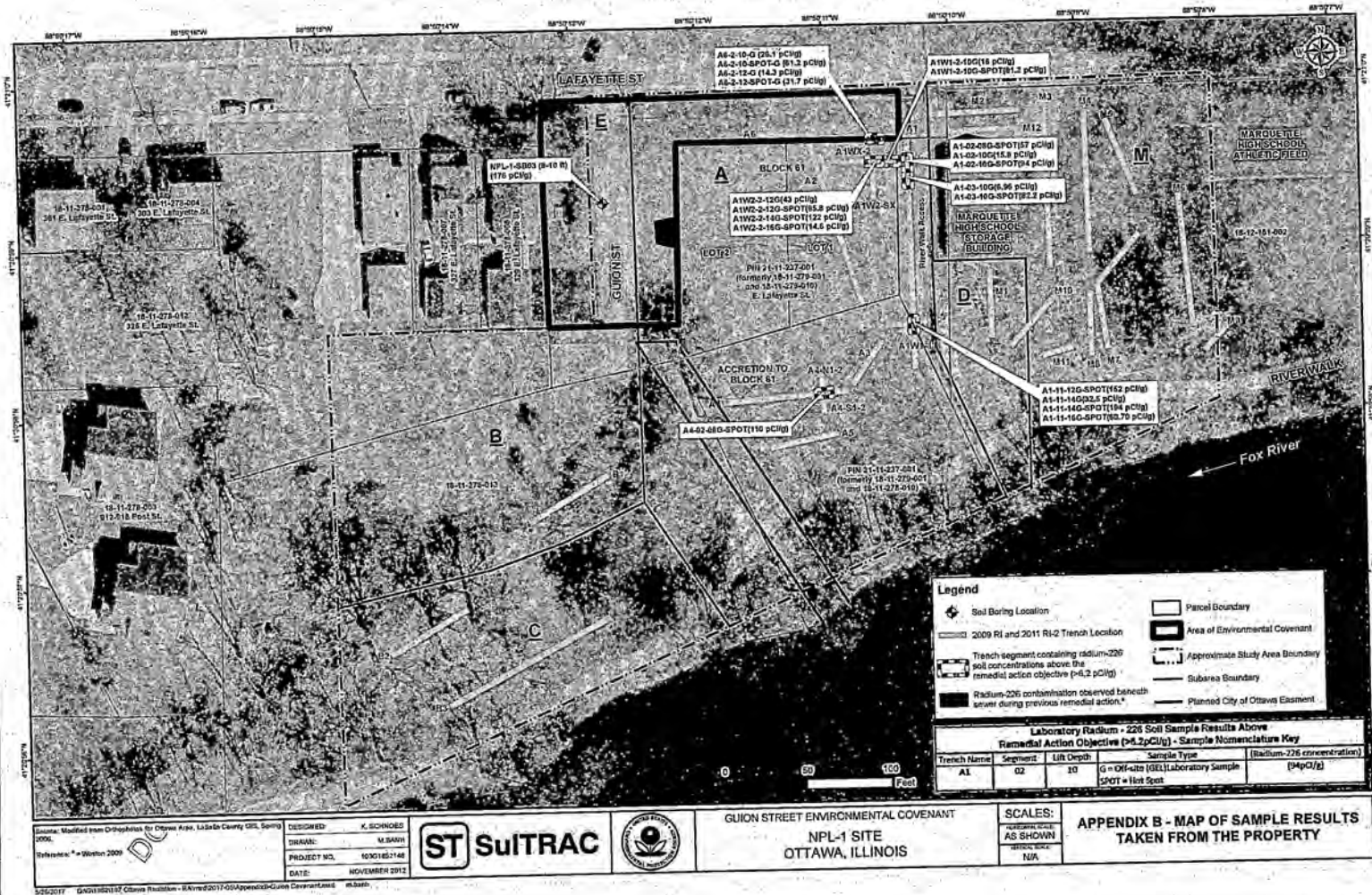
DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE

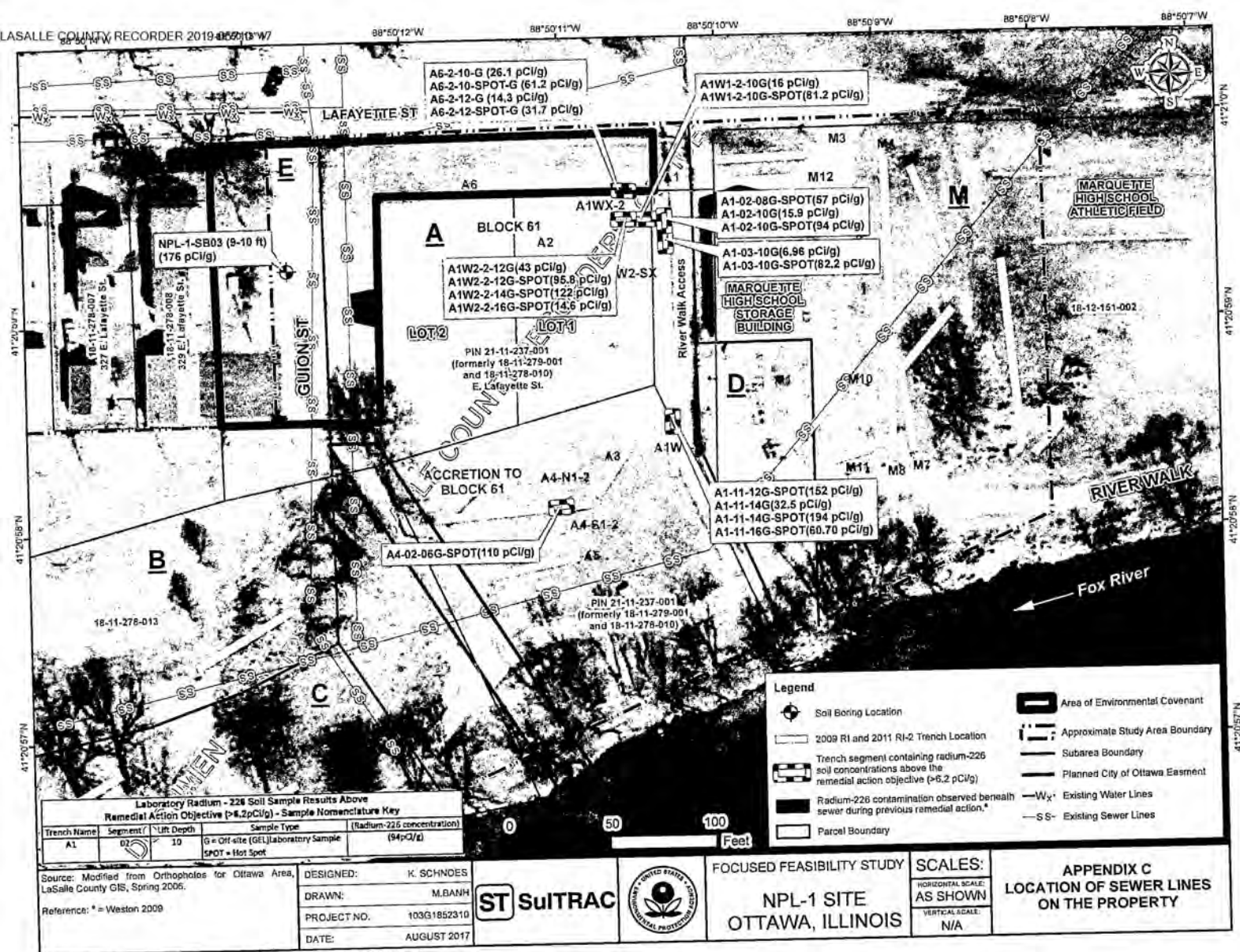
Appendix A - Legal Description

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS ALL THAT PART OF THE SOUTHERLY 40 FEET OF LAFAYETTE STREET, LYING EAST OF THE EAST LINE OF GUION STREET AND WEST OF THE EAST LINE OF SAID SECTION 11, AS CREATED BY AND SET FORTH ON THE PLAT OF STATES ADDITION RECORDED AS H47 IN PLAT CABINET C SLIDE 316, SITUATED IN THE COUNTY OF LASALLE, STATE OF ILLINOIS

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS ALL THAT PART OF GUION STREET 80 FEET IN WIDTH, LYING SOUTH OF THE SOUTH LINE OF LAFAYETTE STREET AND NORTH OF THE NORTH LINE OF THAT PART OF GUION STREET VACATED BY ORDINANCE RECORDED AS DOCUMENT R2003-04794, AS CREATED BY AND SET FORTH ON THE PLAT OF STATES ADDITION RECORDED AS H47 IN PLAT CABINET C SLIDE 316, SITUATED IN THE COUNTY OF LASALLE, STATE OF ILLINOIS

DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE





Appendix D – List of Recorded Encumbrances on the Property

- SCHEDULE B Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2016 and thereafter.

Taxes for the property in question are not currently being assessed nor taxed by the County of La Salle. Due to this we reserve the right to raise any additional exceptions that may be deemed necessary.

PERMANENT TAX NUMBER: No PIN assigned

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): No PIN assigned
8. Possible unrecorded easements for utilities and/or actual utilities lying within the street described herein, and the rights of the public or quasipublic utility companies to improve, repair or maintain said poles, conduits, pipes, sewers, etc.
9. Interest of David A. Harmon and Lorraine M. Harmon in and to part of the subject property by use occupation or otherwise. We find that a large portion of Guion Street is being occupied by the above adjacent property owners and used as a means of ingress and egress and possibly for utility purposes. If access (or utility lines) to this property will be affected by any acquisition of, change of use, or closure of Guion Street, the interests of these individuals should be addressed.
10. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly-executed resolutions, authorizing the execution of the documents of transfer or easement grant.

End Schedule B

APPENDIX E

HEALTH AND SAFETY PROTOCOL UTILITY MAINTENANCE GUION STREET ENVIRONMENTAL COVENANT

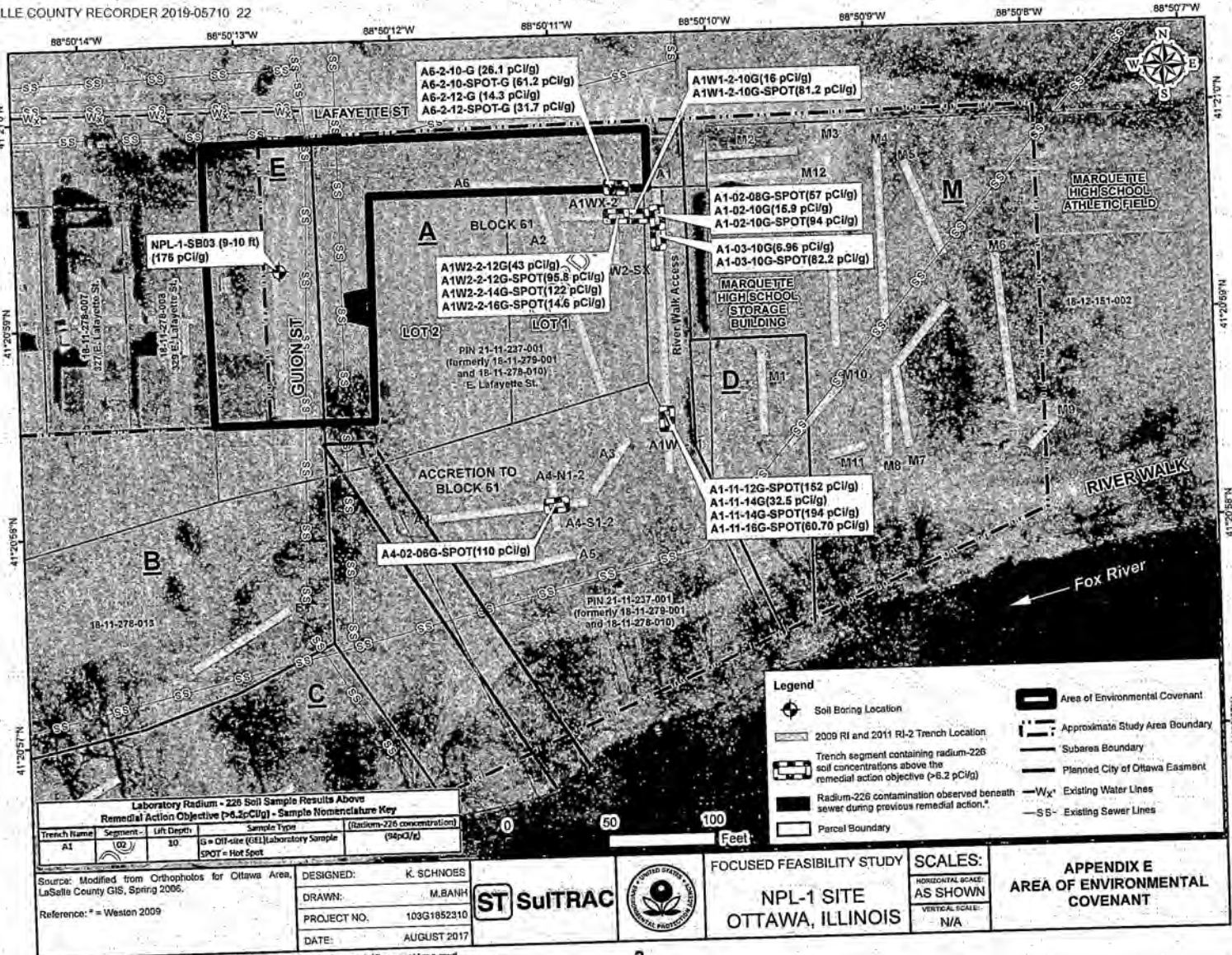
This document and associated checklist outline the minimum health and safety protocol to be implemented by personnel, including city employees and contractors, conducting utility maintenance or any other activities greater than 2 feet below ground surface (bgs) in the area of the Guion Street Environmental Covenant (see Appendix E – Area of Environmental Covenant figure on page 3 of this appendix). The Guion Street Environmental Covenant Area is part of the Ottawa Radiation Areas, NPL-1 Superfund site. The area of environmental covenant contains historical fill material up to 20 feet bgs. The historical fill material consists primarily of slag, ash and cinder, brick, wood, and general debris, as well as natural soils and aggregates that may be contaminated with radium-226. As shown in the figure, soil beneath Guion Street contains 176 pCi/g of radium-226 at a depth of 9 to 10 feet. Also, radium-226 has been detected in soil south of Lafayette Street from 8 to 12 feet bgs at concentrations up to 61.2 pCi/g. The attached Agency for Toxic Substances and Disease Registry radium fact sheet summarizes potential human health effects of radium exposure.

Prior to initiating utility maintenance or any other activities greater than 2 feet bgs, personnel must contact Nabil Fayoumi, U.S. Environmental Protection Agency (EPA), Region 5 at (312) 886-6840 and Adnan Khayyat, Illinois Emergency Management Agency (IEMA), at (217) 782-1329. Any utility maintenance or any other activities conducted greater than 2 feet bgs should be overseen by EPA or IEMA or their representative. EPA or IEMA will provide properly trained personnel, as needed, to conduct monitoring of personnel, equipment, and environmental media, as well as to determine the appropriate disposition of any soil removed as part of the maintenance activities.

If an emergency situation requires maintenance personnel to begin activities before EPA or IEMA representatives can arrive on site, the personnel must provide security to limit public access, minimize potential worker exposure, wear appropriate personal protective equipment, and use plastic sheeting to contain excavated soils and other potentially contaminated material and to prevent contact with surrounding soil until the material can be monitored and characterized. A complete list of minimum health and safety procedures is provided in the health and safety checklist on page 2 of this appendix. A more detailed health and safety plan or procedures will be provided by EPA or IEMA personnel upon arrival to the site, as needed.

**HEALTH AND SAFETY PROTOCOL CHECKLIST
UTILITY MAINTENANCE
GUION STREET ENVIRONMENTAL COVENANT**

Health and Safety Procedures	Completed
DO contact Nabil Fayoumi, U.S. Environmental Protection Agency (EPA), Region 5 at (312) 886-6840 and Adnan Khayyat, Illinois Emergency Management Agency (IEMA), at (217) 782-1329	<input type="checkbox"/>
DO provide security, including barriers preventing public access, to the work area, equipment, and soil staging areas	<input type="checkbox"/>
DO wear personal protective equipment (PPE), including water-resistant, disposable boot covers (latex, butyl rubber), Tyvek® coveralls, nitrile gloves, and safety glasses	<input type="checkbox"/>
DO use plastic sheeting to contain excavated soils, debris, etc. until the material can be monitored and characterized	<input type="checkbox"/>
DO establish a contamination reduction zone using plastic sheeting for removing boot covers and PPE, laying down potentially-contaminated tools, etc.	<input type="checkbox"/>
DO use dust control (for example, hose or water truck for spraying soil) during soil excavation, saw cutting, etc.	<input type="checkbox"/>
DO contain rainwater or other water runoff (for example, water sprayed for dust control) in contact with potentially contaminated soil; DO NOT allow the water to leave the site	<input type="checkbox"/>
DO NOT allow personnel, PPE, soils, tools, heavy equipment, etc. to leave the site until EPA or IEMA representatives have conducted monitoring and characterization to ensure radium-226 concentrations are below appropriate screening levels	<input type="checkbox"/>
DO minimize possible exposure to the extent practicable by limiting time in potentially-contaminated areas, properly using PPE, avoiding contact with excavated materials, and chemical hygiene (i.e. no eating, drinking, or use of tobacco or cosmetics), including frequent hand washing, prompt removal of potentially-contaminated clothing	<input type="checkbox"/>

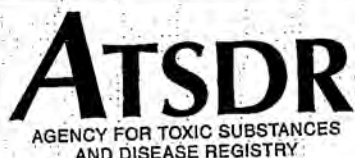


ATTACHMENT

**AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY
RADIUM FACT SHEET**

(Two Pages)

DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE



RADIUM
CAS # 7440-14-4

Agency for Toxic Substances and Disease Registry ToxFAQs

July 1999

This fact sheet answers the most frequently asked health questions (FAQs) about radium. For more information, call the ATSDR Information Center at 1-888-422-8737. This fact sheet is one in a series of summaries about hazardous substances and their health effects. It's important you understand this information because this substance may harm you. The effects of exposure to any hazardous substance depend on the dose, the duration, how you are exposed, personal traits and habits, and whether other chemicals are present.

HIGHLIGHTS: Radium is a radioactive substance formed from the breakdown of uranium and thorium. Exposure to high levels results in an increased risk of bone, liver, and breast cancer. This chemical has been found in at least 18 of the 1,177 National Priorities List sites identified by the Environmental Protection Agency (EPA).

What is radium?

(Pronounced rā/dē-əm)

Radium is a naturally occurring silvery-white radioactive metal that can exist in several forms called isotopes. Radium is formed when uranium and thorium break down in the environment. Uranium and thorium are found in small amounts in most rocks and soil. Two of the main radium isotopes found in the environment are radium-226 and radium-228.

Radium undergoes radioactive decay. It divides into two parts—one part is called radiation and the other part is called a daughter. The daughter, like radium, is not stable, and it also divides into radiation and another daughter. The dividing of daughters continues until a stable, nonradioactive daughter is formed. During the decay process, alpha, beta, and gamma radiation are released. Alpha particles can travel only a short distance and cannot travel through your skin. Beta particles can penetrate through your skin, but they cannot go all the way through your body. Gamma radiation can go all the way through your body.

Radium has been used as a radiation source for treating cancer, in radiography of metals, and combined with other

metals as a neutron source for research and radiation instrument calibration. Until the 1960s, radium was a component of the luminous paints used for watch and clock dials, instrument panels in airplanes, military instruments, and compasses.

What happens to radium when it enters the environment?

- ☐ Radium is constantly being produced by the radioactive decay of uranium and thorium.
- ☐ Radium is present at very low levels in rocks and soil and may strongly attach to those materials.
- ☐ Radium may also be found in air.
- ☐ High concentrations are found in water in some areas of the country.
- ☐ Uranium mining results in higher levels of radium in water near uranium mines.
- ☐ Radium in the soil may be absorbed by plants.
- ☐ It may concentrate in fish and other aquatic organisms.

How might I be exposed to radium?

- ☐ Everyone is exposed to low levels of radium in the air, water, and food.

ToxFAQs Internet address via WWW is <http://www.atsdr.cdc.gov/toxfaq.html>

- ☐ Higher levels may be found in the air near industries that burn coal or other fuels.
- ☐ It may be found at higher levels in drinking water from wells.
- ☐ Miners, particularly miners of uranium and hard rock, are exposed to higher levels of radium.
- ☐ It may also be found at radioactive waste disposal sites.

How can radium affect my health?

Radium has been shown to cause effects on the blood (anemia) and eyes (cataracts). It also has been shown to affect the teeth, causing an increase in broken teeth and cavities. Patients who were injected with radium in Germany, from 1946 to 1950, for the treatment of certain diseases including tuberculosis were significantly shorter as adults than people who were not treated.

How likely is radium to cause cancer?

Exposure to high levels of radium results in an increased incidence of bone, liver, and breast cancer. The EPA and the National Academy of Sciences, Committee on Biological Effects of Ionizing Radiation, has stated that radium is a known human carcinogen.

Is there a medical test to show whether I've been exposed to radium?

Urine tests can determine if you have been exposed to radium. Another test measures the amount of radon (a breakdown product of radium) in exhaled air. Both types of tests require special equipment and cannot be done in a doctor's office. These tests cannot tell how much radium you were exposed to, nor can they be used to predict whether you will develop harmful health effects.

Has the federal government made recommendations to protect human health?

The EPA has set a drinking water limit of 5 picocuries per liter (5 pCi/L) for radium-226 and radium-228 (combined).

The EPA has set a soil concentration limit for radium-226 in uranium and thorium mill tailings of 5 picocuries per gram (5 pCi/g) in the first 15 centimeters of soil and 15 pCi/g in deeper soil.

The federal recommendations have been updated as of July 1999.

Glossary

Anemia: A decreased ability of the blood to transport oxygen.

Carcinogen: A substance that can cause cancer.

CAS: Chemical Abstracts Service.

National Priorities List: A list of the nation's worst hazardous waste sites.

Picocurie (pCi): A unit used to measure the quantity of radioactive material.

rem: A unit used to measure radiation dose.

References

Agency for Toxic Substances and Disease Registry (ATSDR). 1990. Toxicological profile for radium. Atlanta, GA: U.S. Department of Health and Human Services, Public Health Service.

Where can I get more information? For more information, contact the Agency for Toxic Substances and Disease Registry, Division of Toxicology, 1600 Clifton Road NE, Mailstop F-32, Atlanta, GA 30333. Phone: 1-888-422-8737, FAX: 770-488-4178. ToxFAQs Internet address via WWW is <http://www.atsdr.cdc.gov/toxfaq.html>. ATSDR can tell you where to find occupational and environmental health clinics. Their specialists can recognize, evaluate, and treat illnesses resulting from exposure to hazardous substances. You can also contact your community or state health or environmental quality department if you have any more questions or concerns.



Restrictive Covenant
R2004-06385
NPL-9

LA SALLE COUNTY RECORDER

2004 MAR 16 PM 2:52

R2004-06385 PAGE 1

R2004-06385
10

Prepared by:
JAMES LEO KEELY
P.O.BOX #770
OTTAWA, IL 61350-0770

Return to:
JAMES LEO KEELY
P.O.BOX #770
OTTAWA, IL 61350-0770

COMPUTER
PREP
SCAN

FIRST AMERICAN TITLE
ORDER # 1642233

**WARRANTY DEED
WITH RESERVATION OF
ENVIRONMENTAL EASEMENT**

and

DECLARATION OF RESTRICTIVE COVENANTS

108 pd29

This 11TH day of March, 2004, the Grantors, BILL ALLEN BERNARDONI and SUSAN E. BERNARDONI, Husband and Wife, as to an undivided 1/2 interest, and PHILIP M. McDOWELL and BETTY L. McDOWELL, Husband and Wife, as to an undivided 1/2 interest, as joint tenants, for and in consideration of Ten Dollars (\$10.00), convey and warrant to Grantees, MARC E. FOGARTY and CHRISTA L. FOGARTY, Husband and Wife, as joint tenants and not as tenants in common, the real estate located in the County of LaSalle, State of Illinois, more particularly described on Appendix 1, which is attached hereto and made a part hereof (the "Property"), subject to the reservation of an Environmental Easement and Declaration of Restrictive Covenants more particularly described as follows:

WITNESSETH:

WHEREAS, in an Action Memorandum dated September 17, 2001, the U.S. Environmental Protection Agency selected a removal action for the Property that provided for the removal of soils that exceed industrial/commercial clean up levels to a depth not to exceed 4 feet at the Property and completed this removal action in December 2002;

WHEREAS, in some areas on the Property lead concentrations may exceed industrial/commercial cleanup standards below 4 feet; and

WHEREAS, certain land use restrictions are necessary on the Property in order to protect human health and the environment.

NOW, THEREFORE:

1.0 AGREEMENT AND RESERVATION: Grantor, on behalf of itself, its successors and assigns, in consideration of the foregoing and the specific agreements hereinafter

made by Grantee, for itself and its successors and assigns, to take subject to and abide by all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Deed, does hereby reserve a right to restrict the use of the subject land in perpetuity, the right to enforce said restrictions, a right of access and the right to an environmental easement over the land, all as more particularly hereinafter set forth.

2.0 THIRD PARTY BENEFICIARY: Grantor on behalf of itself and its successors, transferees and assigns and the Grantee on behalf of itself and its successors, transferees, and assigns hereby agree that the United States, acting by and through U.S. EPA, and its successors and assigns, shall be Third Party Beneficiaries of all the benefits and rights of the easements, reservations, restrictions, covenants, exceptions, notifications, conditions and agreements herein, and that the Third Party Beneficiaries shall have the right to enforce the easements and restrictions described herein.

3.0 PURPOSE: The purpose of this reservation is to retain in Grantor real property rights, which will run with the land, to facilitate the remediation of past environmental contamination; to protect human health and the environment by reducing the risk of exposure to contaminants; to provide for the long-term protectiveness of the remedial action; and to accomplish these goals in a manner that allows the redevelopment and beneficial reuse of the Property to the extent reasonably possible.

4.0 RESTRICTIONS ON USE: The parties intend that the restrictions and covenants that follow apply to the use of the Property, run with the land for the benefit of the Grantor and the Third Party Beneficiaries, and are binding upon:

- a) the Grantee and its successors, transferees, and assigns or persons acting under their direction and control; and
- b) any subsequent owner, occupants or other person acquiring an interest in the Property and their authorized agents, employees, or persons acting under their direction and control.

4.1 Land uses: The Property shall not be used for any of the following purposes:

- (a) Residential, including any dwelling units and rooming units, mobile homes or factory built housing, camping facilities, hotels, or other unit constructed or installed for occupancy on a 24-hour basis;
- (b) A hospital for humans;
- (c) Educational institutions such as a public or private school;
- (d) A day care center for children; or
- (e) Any purpose involving occupancy on a 24-hour basis;

4.2 No disturbance of soils below 4 feet:

No action shall be taken to excavate or drill or intrude into, or penetrate or otherwise disturb soils below 4 feet unless such soils are sampled and determined to be below 750 ppm lead or soils exceeding 750 ppm lead are removed pursuant to a work plan approved in writing by U.S. EPA.

4.3 Effective date of restrictions: The foregoing restrictions on use of the Property are subject to applicable statutes, ordinances, rules and regulations, and take effect upon the date of execution of this document.

5.0 ENVIRONMENTAL EASEMENT: Reserving to the Grantor, for its use, and for the use of the Third Party Beneficiaries, an irrevocable, permanent and continuing right of access at all reasonable times to the Property for purposes listed below.

- a) Implementing response actions in any CERCLA decision document affecting the Property or any associated work plans;
- b) Verifying any data or information submitted to U.S. EPA;
- c) Verifying that no action is being taken on the Property in violation of the terms of this instrument;
- d) Monitoring response actions on the Property and conducting investigations relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils, and obtaining split or duplicate samples;

6.0 NO LIMITATION OF RIGHTS OR AUTHORITIES: Nothing in this document shall limit or otherwise affect U.S. EPA's right of entry and access or U.S. EPA's authority to take response actions under CERCLA, the NCP, or other federal or state law.

7.0 NO PUBLIC ACCESS AND USE: No right of access or use by the general public to any portion of the Property is intended or conveyed by this instrument.

8.0 ADMINISTRATIVE JURISDICTION: The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is the U.S. EPA and any successor departments or agencies of the United States.

9.0 INSPECTION AND ENFORCEMENT: In addition to the access rights above, the United States may enter the Property from time to time for the purposes of performing inspections or enforcing the restrictions set forth above after permission from or reasonable notice to the owners or the owners' representative or, if applicable, the lessee. The Grantor and the United States shall be entitled to enforce the terms of this instrument in a judicial action seeking specific performance or other applicable remedies at law or in equity. The right to so enforce the conditions and restrictions in this instrument are in addition to any other remedies that may be available, including, but not limited to, remedies under CERCLA. Enforcing the terms of this instrument shall be at the discretion of the Grantor or the United States and any forbearance,

delay or omission to exercise their rights under this instrument in the event of a breach of any term of this Agreement shall not be deemed a waiver by the Grantor or the United States of such terms, or any other term, or any rights of the Grantor or Grantee or the Third Party Beneficiaries under this instrument. The easement and covenants shall inure to the benefit of the public in general and the Property and are enforceable by the Grantor and the United States.

10. RESERVATION OF DEFENSES: Nothing in this instrument shall be construed to enlarge the jurisdiction of federal courts or to create subject matter jurisdiction to adjudicate any claims against U.S. EPA or otherwise operate as a waiver of any sovereign immunity of the United States, and the United States expressly reserves all rights and defenses they may have in connection with any action initiated by Grantor pursuant to this instrument.

11. WAIVER OF CERTAIN DEFENSES: Grantee hereby waives any defense of laches, estoppel, or prescription. Grantee reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are compatible with the restrictions and rights granted here.

12. COVENANTS:

a) Grantor hereby covenants to and with the Grantee and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Appendix 2 attached hereto.

b) Grantee covenants for itself, its successors and assigns that it shall include and otherwise make legally binding the above access rights and land use restrictions in all subsequent leases, transfer or conveyance documents relating to the Property subject hereto. Notwithstanding this provision, failure to include these access rights and land use restrictions in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns. The Grantee, for itself, its successors and assigns, covenants that it will not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

13. NOTICES: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

Bill Allen Bernardoni & Susan E. Bernardoni, 2771 Timber Ridge Dr.,
Ottawa, IL 61350 and

Philip M. McDowell & Betty L. McDowell, 1405 Ottawa Ave., Ottawa, IL
61350

To Grantees:

Marc E. Fogarty & Christa L. Fogarty, 2216 N. 2929th Rd., Marseilles, IL
61341

To Third Party Beneficiaries:

United States Environmental Protection Agency
Superfund Division
77 W. Jackson Blvd.
Mail Code: SR-6J
Chicago IL 60604-3590

14. GENERAL PROVISIONS:

a) Controlling law: The interpretation and performance of the easements and restrictive covenants shall be governed by the laws of the United States and the State of Illinois, as applicable. The right to enforce the conditions and restrictions in this instrument are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantee's title in any respect.

f) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, 1) the parties hereto and their respective personal representatives, heirs, successors, and assigns as well as persons acting under their direction and control; and 2) any subsequent owner, occupants or other person acquiring an interest in the Property and their authorized agents, employees, or persons acting under their direction and control. The covenants, terms, conditions, and restrictions of this instrument shall continue as a servitude running in perpetuity with the Property. The rights of the Grantee under this instrument are freely assignable, subject to the notice provisions hereof. The rights of the U.S.

EPA are freely assignable to any public entity, subject to the notice provisions hereof.

g) Termination of rights and obligations: The Grantee's rights and obligations under this instrument terminate upon transfer of the Grantee's interest in the Property, except that liability for acts or omissions occurring prior to transfer as well as defenses thereto shall survive transfer.

h) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

15. Appendices

Appendix 1 - Legal description of the Property

Appendix 2 - Permitted title encumbrances

IN WITNESS WHEREOF, Grantors have caused this Warranty Deed With Reservation of Environmental Easement and Restrictive Covenants to be signed in their names.

Executed this 14th day of March, 2004.

By: Bill Allen Bernardoni
BILL ALLEN BERNARDONI

Susan E. Bernardoni
SUSAN E. BERNARDONI

Philip M. McDowell
PHILIP M. McDOWELL

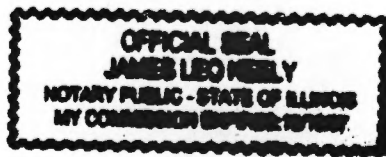
Betty L. McDowell
BETTY L. McDOWELL

STATE OF ILLINOIS
COUNTY OF LASALLE

)
) ss
)

On this day of March 11, 2004, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared BILL ALLEN BERNARDONI, SUSAN E. BERNARDONI, PHILIP M. McDOWELL, and BETTY L. McDOWELL, known to me to be the same persons whose names are subscribed to the foregoing instrument and acknowledged they signed, sealed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year written above.



James Leo Neely
Notary Public in and for the
State of Illinois

My Commission Expires:

10-16-07

We, the undersigned Grantees, do hereby accept the herein-described Property, subject to the easements, restrictive covenants, notices, agreements, reservations, conditions, and exceptions hereinabove expressed.

Executed this 11 day of March, 2004, in Ottawa, State of Illinois

BY: Marc E. Fogarty
MARC E. FOGARTY

Christa L. Fogarty
CHRISTA L. FOGARTY

STATE OF ILLINOIS
COUNTY OF LASALLE

)
)ss
)

On this day of March 11, 2004, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared MARC E. FOGARTY and CHRISTA L. FOGARTY, known to me to be the same persons whose names are subscribed to the foregoing instrument and acknowledged they signed, sealed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

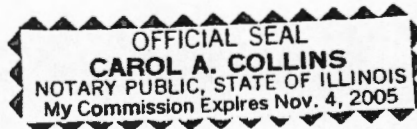
Witness my hand and official seal hereto affixed the day and year written above.

Carol A. Collins
Notary Public in and for the
State of Illinois

My Commission Expires:

11-04-05

This Instrument Prepared by:
KEELY LAW OFFICE
JAMES LEO KEELY
111 E. JEFFERSON ST.
P.O. BOX #770
OTTAWA IL 61350-0770
815-433-1131
FAX: 815-433-3512



Environmental Covenant
2018-10956
NPL-11
351 Bellevue Avenue Parcel



8 1 6 2 4 7 3

Tx:4077592

2018-10956**KAREN L. MILLER****LASALLE COUNTY RECORDER
OTTAWA, IL****RECORDED ON****08/10/2018 01:38 PM****PAGES: 18****PLAT ACT: 0****REC FEE 58.00****This instrument was prepared by:**

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

Please return this instrument to:

Name: Richard M. Murawski, Associate Regional Counsel
Address: Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this 2nd day of August, 2018, by and among LaSalle County, as Trustee for Taxing Districts (Grantor), and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. **Property and Grantor.**

Property: The real property subject to this Environmental Covenant is 351 Bellevue Avenue in Ottawa, LaSalle County, Illinois and is legally described in Appendix A, hereinafter referred to as the "Property" or "351 Bellevue Avenue". The Property is part of the Ottawa Radiation Areas National Priorities List (NPL) Site with a Comprehensive Environmental Response, Compensation and Liability Act Identification/Spill number of ILD980606750 and a LaSalle County permanent index number of 21-01-114-007.

B. Grantor: LaSalle County, as Trustee for Taxing Districts, is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is Joseph E. Meyer and Associates, 141 St. Andrews Avenue, Edwardsville, IL 62025.

3. Holders (and Grantees for purposes of indexing).

A. Illinois Emergency Management Agency (Illinois EMA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EMA, Division of Nuclear Safety, is 1035 Outer Park Drive, Springfield, Illinois 62704.

B. Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

C. Grantor is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of Grantor is Joseph E. Meyer and Associates, 141 St. Andrews Avenue, Edwardsville, IL 62025. Regardless of any future transfer of the Property, Grantor shall remain a Holder of this Environmental Covenant. LaSalle County, as Trustee for Taxing Districts, is to be identified as both Grantee and Grantor for purposes of indexing.

4. Agencies. The Illinois EMA, Illinois EPA and the U.S. Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record.

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. The Property is part of the NPL11 subarea of the Ottawa Radiation NPL Site (the Site or NPL Site), which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983.

C. Appendix B provides a map of U.S. EPA's sampling results that exceed 6.2 picocuries per gram (pCi/g) radium-226 on the Property. As part of a 1996 removal action, U.S. EPA excavated soil contaminated with radium-226 down to an elevation of 491.25 feet above mean sea level (msl) (approximately 6 feet below ground surface (bgs)), disposed of the contaminated material at a licensed radioactive material landfill, and placed 5 to 6 feet of clean backfill over the remaining contamination at NPL-11. Eight soil samples collected at the base of

the removal action excavation (491.25 feet) exceeded the site-specific cleanup level of 6.2 pCi/g at concentrations ranging from 8.3 to 298.5 pCi/g. The removal action excavation terminated at approximately 1 foot below the groundwater table because of difficulties associated with excavation dewatering due to the prolific unconsolidated aquifer. In 2000, U.S. EPA conducted a site characterization, which included advancement of 12 soil borings. One soil sample collected between 6 and 8 feet bgs contained radium-226 at 19.5 pCi/g. In 2007, U.S. EPA conducted a remedial action consisting of a subsurface soil investigation and treatability study to assess potential dewatering and water treatment technologies. Three soil samples collected between 6 and 13 feet bgs contained concentrations exceeding 6.2 pCi/g. The concentrations ranged from 9.43 to 18.4 pCi/g.

In a Record of Decision ("ROD") signed by the U.S. EPA Region 5 Superfund Division Director in 2003, U.S. EPA approved a plan for environmental remediation of the Site, which selected excavation of all soil contaminated with radium-226 above 6.2 pCi/g. The following land uses exceed U.S. EPA's acceptable risk range: resident and indoor industrial/commercial worker. U.S. EPA's subsequent remedial action investigation determined that it was technically impracticable to meet the 6.2 pCi/g cleanup level below an elevation of 491.25 feet on two parcels of NPL-11, including 351 Bellevue Avenue. U.S. EPA subsequently signed a ROD Amendment on August 16, 2010. The remedial action plan identified in the 2010 ROD amendment requires implementation and compliance with land activity and use limitations at the Property in order to prevent unacceptable exposures from radium-226 remaining at the Site.

D. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Site.

E. The Administrative Record for the environmental response project at the Ottawa Radiation Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact FOIA Officer, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 for information concerning the Site.

6. Grant of Covenant. Covenant Runs With The Land. Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. Activity and Use Limitations. The following Activity and Use Limitations apply to the use of the Property:

- A. Prohibit excavation of soil on the Property below an elevation of 491.25 feet in the area demarcated as the extent of contamination, unless conducted pursuant to an U.S. EPA- or IEMA-approved work plan;
- B. Prohibit construction of any building on the Property in the area demarcated as the extent of contamination, unless a radon reduction system is operating and

maintained to ensure that levels of radon in such buildings do not exceed 0.02 working level. Further, only slab-type buildings may be constructed on the Property;

- C. Require that material excavated from any portion of the Property be tested and disposed of in accordance with applicable regulations; and Prohibit use of groundwater on the Property.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EMA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;
- C. Verifying any data or information submitted to U.S. EPA or Illinois EMA by Grantor and Holders; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in paragraph 5 above or of any Federal or State environmental laws or regulations;

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA and Illinois EMA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other Federal and State law.

9. **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

- A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

**THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND
GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL**

COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF LASALLE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS EMERGENCY MANAGEMENT AGENCY AS A UECA HOLDER, THE ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA, Illinois EMA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. Enforcement and Compliance.

A. Civil Action for Injunction or Equitable Relief. This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. the Illinois Emergency Management Agency;
- ii. the Illinois Environmental Protection Agency;
- iii. the Holders of the Environmental Covenant;
- iv. the U.S. Environmental Protection Agency;
- v. the City of Ottawa, Illinois; and
- vi. LaSalle County, as Trustee for Taxing Districts.

B. Other Authorities Not Affected. No Waiver of Enforcement. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA, Illinois EPA or Illinois EMA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EMA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA, Illinois EPA and Illinois EMA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA, Illinois EPA or Illinois EMA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA, Illinois EPA or Illinois EMA.

C. Former Owners And Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person which occurred during the time when the owner or other person was bound by this

Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, Illinois EMA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Appendix C** attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on **Appendix C**.

15. Amendment or Termination. Except the Illinois EMA, Illinois EPA and U.S. EPA, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EMA, U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

LaSalle County, as Trustee for Taxing Districts
Joseph E. Meyer and Associates
141 St. Andrews Avenue
Edwardsville, IL 62025

To Holder:

Illinois Emergency Management Agency
Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62704

To Agencies:

For U.S. EPA:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, Illinois 60604

U.S. Environmental Protection Agency
Regional Counsel
Mail Code: C14-J
77 West Jackson Boulevard
Chicago, Illinois 60604

For Illinois EMA:

Illinois Emergency Management Agency
Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62702

For Illinois EPA:

Illinois Environmental Protection Agency
Division of Legal Counsel
Attn: Uniform Environmental Covenant Counsel
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

17. **Recording and Notice of Environmental Covenant, Amendments and Termination.**

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EMA, Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification.

Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EMA;
- ii. the Illinois EPA;
- iii. the U.S. EPA;
- iv. each person holding a recorded interest in the Property, including those interests in Appendix C;
- v. each person in possession of the Property; and
- vi. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i to vi above.

18. Compliance Reporting. The Owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7 herein. The Owner shall notify the U.S. EPA, Illinois EPA and Illinois EMA as soon as practicable of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 herein. Additionally, the Owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

"I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Uniform Environmental Covenant for the 351 Bellevue Avenue Property of the Ottawa Radiation Areas NPL Site remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8))."

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA, Illinois EMA and U.S. EPA, whichever is later.

21. List of Appendices:

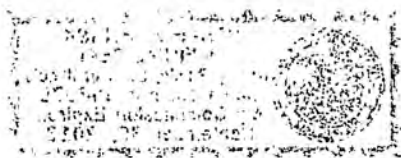
Appendix A – Legal Description

Appendix B – Map of Sample Results Taken from the Property

Appendix C – List of Recorded Encumbrances

Signature Pages Follow

DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE



DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By Alec Messina (signature)

Alec Messina, Director
Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on June 27, 2018, by Alec Messina, the Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

Rochelle Renee DeRochi (signature)


Notary Public
My Commission Expires 8-15-21



DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE

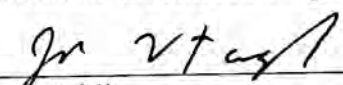
FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On behalf of the Administrator of the
United States Environmental Protection Agency

By: 
Douglas Ballotti, Acting Director
Superfund Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on AUGUST 2, 2018, by
Douglas Ballotti, Acting Director, Superfund Division, Region 5 of the United States
Environmental Protection Agency.

 (signature)
Notary Public
My Commission Expires 03/13/22



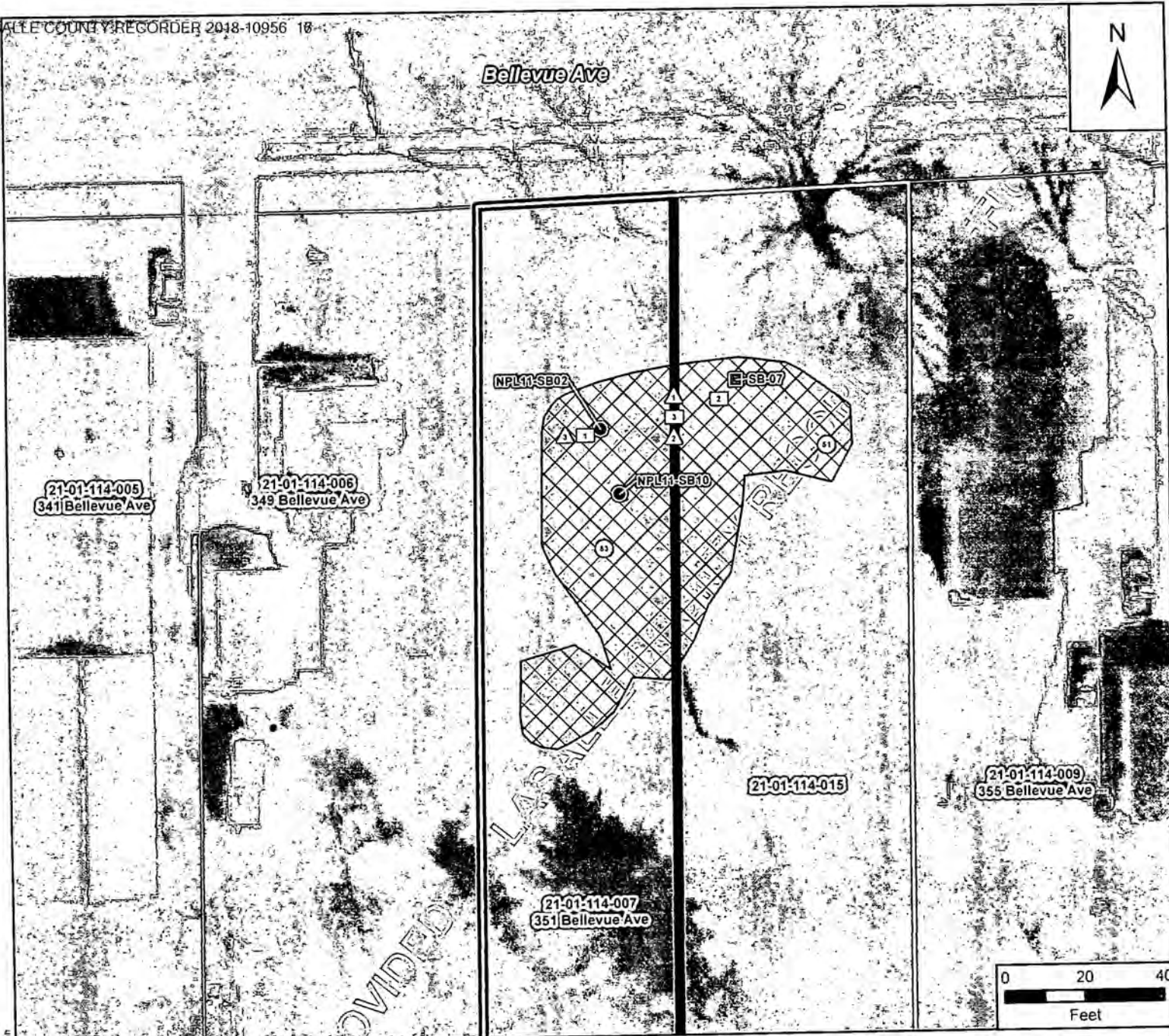
DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER'S OFFICE

Appendix A - Legal Description

THE EAST 10 FEET OF LOT 15 AND THE WEST 40 FEET OF LOT 16 IN BELLEVUE SUBDIVISION AS PER PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF LASALLE COUNTY, ILLINOIS IN BOOK "T", PAGE 6, SAID SUBDIVISION BEING SITUATE IN SECTIONS ONE AND TWO IN TOWNSHIP THIRTY-THREE (33) NORTH, RANGE THREE (3), EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATE IN THE COUNTY OF LASALLE AND IN THE STATE OF ILLINOIS. TOWNSHIP OF OTTAWA, COUNTY OF LASALLE, STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 21-01-114-007 (map 18-01-155-007)

DOCUMENT PROVIDED BY LASALLE COUNTY RECORDER



**FINAL REMOVAL ACTION
SOIL SAMPLES**
04/28/1996

- ⑤1 8.3 +/- 9.11 pCi/g
- ⑤3 19.2 +/- 2.1 pCi/g

**FINAL REMOVAL ACTION
SOIL SAMPLES**
05/16, 17/1996

- ① 64.2 +/- 2.3 pCi/g
- ② 168.1 +/- 5.6 pCi/g
- ③ 273.7 +/- 6.8 pCi/g

**IDNS SPLIT
SOIL SAMPLES**
05/20/1996

- ① 298.5 +/- 9.6 pCi/g
- ② 103.2 +/- 5.5 pCi/g
- ③ 66.5 +/- 4.2 pCi/g

**SITE CHARACTERIZATION
SOIL SAMPLE**
06/08/2000

- SB-07 (6-9 feet bgs) 19.5 pCi/g

**REMEDIAL ACTION
SOIL SAMPLES**
05/18/2007

- NPL11-SB02 (6-9 feet bgs) 16.1 pCi/g
- (12-13 feet bgs) 9.43 pCi/g
- NPL11-SB10 (10-11 feet bgs) 18.4 pCi/g

Legend

- Extent of Contamination
- Area of Environmental Covenant
- Site Boundary
- Parcel

Sources:

Image modified from Orthophotos for Ottawa Area, LaSalle County GIS, Spring 2006.
OHM Remediation Service Corp. 1997. "Final Report for Removal Action at 351 & 355 Bellevue, also known as NPL-11." Prepared for U.S. Army Corps of Engineers, February 14.
Weston Solutions, Inc., (Weston). 2014. "Technical Memorandum for NPL-11 Site, Ottawa Radiation Areas, Ottawa, Illinois." May 12.
Weston. 2000. "Site Characterization for NPL-11 Site, Ottawa, Illinois." October.
U.S. Environmental Protection Agency. 2003. "Record of Decision for the Ottawa Radiation Areas, Frontage Property to NPL-8 and Residential Areas including NPL-11." September 24.

Notes:

bgs = below ground surface
IDNS = Illinois Department of Nuclear Safety
pCi/g = picocuries per gram

DESIGNED: K. SCHNOES
DRAWN: M.BANH
PROJECT NO. 103G1852197
DATE: JUNE 2017

ST SuITRAC



351 BELLEVUE AVENUE
ENVIRONMENTAL COVENANT
NPL-11 SITE
OTTAWA, ILLINOIS

SCALES:
HORIZONTAL SCALE:
AS SHOWN
VERTICAL SCALE:
N/A

APPENDIX B
MAP OF SAMPLE RESULTS
TAKEN FROM THE PROPERTY

Appendix C- List of Recorded Encumbrances on the Property

- SCHEDULE B EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2016 and thereafter.

Taxes for the property in question are not currently being assessed nor taxed by the County of La Salle. Due to this we reserve the right to raise any additional exceptions that may be deemed necessary.

PERMANENT TAX NUMBER: 21-01-1 14-007 (map 18-01-155-007)

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:
For Parcel(s): 21-01-1 14-007 (map 18-01-155-007)
LaSalle County, Trustee
P.O. Box 96
Edwardsville, IL 62025
8. Terms, conditions and findings of an Order determining, among other things, that the subject property is a hazardous waste site, and imposing restrictions on the transfer and use of the subject property, made by the United States Environmental Protection Agency in case V-W-91-C-081, and recorded as document 91-00463.
9. Terms and conditions of a Special Assessment for the Bellevue Avenue Roadway Improvement Project as established by Special Assessment Roll and Report recorded as document 98-16057.
Note: we cannot determine if this Special Assessment is still in effect.
10. Terms, powers, provisions and limitations of the Trust under which title to said land is held.

End Schedule B

Environmental Covenant
2009-22484
NPL-11
353 Bellevue Avenue Parcel



* 2 0 0 9 - 2 2 4 8 4 8 *

2009-22484

**NOTICE OF PROBATE
AND RELEASE OF
ESTATE'S INTEREST
IN REAL ESTATE**

THOMAS E. LYONS
LASALLE COUNTY RECORDER
OTTAWA, IL
RECORDED ON
09/02/2009 04:16PM
REC FEE: 40.50
PAGES: 8

PREPARED BY & RETURN TO:

Paul V. Martin
White, Marsh, Anderson, Martin,
Vickers, Deobler & Goode
511 E. Etna Rd.
Ottawa, IL 61350
Ph. (815) 434-2000

Doc is a Copy - Pg. 8

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
LASALLE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF)
) No. 2007 P 236
LOIS HARPER, Deceased.)

**NOTICE OF PROBATE AND RELEASE OF
ESTATE'S INTEREST IN REAL ESTATE RECORDER'S FILING**

Decedent: **LOIS HARPER**, of Sheridan, LaSalle County, Illinois, who died August
20, 2007, owned the following described real estate at time of death:

THE EAST HALF OF THE FOLLOWING DESCRIBED TRACT:

Lot 16, except the West 40 feet thereof and Lot 17, all in Bellevue Subdivision
as per Plat thereof recorded in the Recorder's Office of LaSalle County, Illinois,
in Book T, Page 6, said Subdivision being situated in Sections 1 and 2 in
Township 33, Range 3 East of the Third Principal Meridian, situated in the City
of Ottawa, LaSalle County, Illinois.

SUBJECT TO the attached Restrictive Covenant, incorporated herein as
Exhibit A.

with Permanent Index Number: 21-01-114-008.

The undersigned, **JOHN HARPER**, whose address is 2481 N. 42ND Rd., #3, Sheridan, IL 60551-9604 was appointed Executor of decedent's estate on November 6, 2007 by the Circuit Court of the Thirteenth Judicial Circuit, LaSalle County, Illinois, in Case No. 2007-P-236, and is the qualified and acting Executor on the date of this instrument.

Title to the real estate passed at decedent's death and the admission of the Will, if any, to probate to the following heir(s) or legatee(s) of decedent:

NAME	ADDRESS	SHARE
JOHN HARPER	2481 N. 42 ND Rd., #3 Sheridan, IL 60551-9604	100%

Acting pursuant to §§28-8(I) and 28-10(a) of the Illinois Probate Act of 1975, as amended, the undersigned releases the estate's interest in the said real estate to the above heir(s) (or legatee(s)).

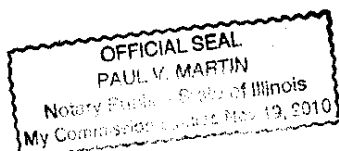
Dated: September 19th, 2008

John Harper
JOHN HARPER
2481 N. 42ND Rd., #3, Sheridan, IL 60551-9604

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that **JOHN HARPER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Executor, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of Sept., 2008.



[Signature]
Notary Public

NOTICE OF PROBATE AND
RELEASE OF ESTATE'S
INTEREST IN REAL ESTATE
"EXHIBIT A"

Prepared By:

Paul V. Martin
511 E. Etna Rd.
Ottawa, IL 61350

Return To:

Paul V. Martin
511 E. Etna Rd.
Ottawa, IL 61350

DECLARATION OF ENVIRONMENTAL RESTRICTIVE COVENANT

1. This Environmental Restrictive Covenant is made this 19TH day of September, 2008, by John Harper, Executor of the Estate of Lois Harper, Deceased, whose address is 2481 North 42ND Road, Unit 3, Sheridan, IL 60551. John Harper, Executor of the Estate of Lois Harper, Deceased, is the current owner of the real property located at 353 Bellevue Avenue, Ottawa, Illinois, in the County of LaSalle, State of Illinois, more particularly described on Appendix 1, which is attached hereto and made a part hereof (the Property). John Harper, Executor of the Estate of Lois Harper, Deceased, on behalf of himself, his successors and assigns, in consideration of the remedial action performed at the Property, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below. John Harper, Executor of the Estate of Lois Harper intends that the said use restrictions may be enforced pursuant to paragraph 11 below.
2. The Property is part of the NFL 11 portion of the Ottawa Radiation NFL Site (the Site), which the U.S. Environmental Protection Agency (U.S. EPA), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983.
3. In a Record of Decision (ROD) dated September 24, 2003, the U.S. EPA Region 5 selected a remedial action for the NFL 11 portion of the Site, including the Property. For the Property, the ROD required excavation and off-site disposal of soil that exceeds 6.2 picoCuries/gram (pCi/g) radium-226. Due to complications with the high groundwater

table and saturated soils, contamination remains in certain areas on the Property at 4 to 13 feet below ground surface (bgs) and therefore restrictions are required on the area denoted in Appendix 2 to avoid exposure to this remaining contamination.

4. U.S. EPA was able to remove contaminated soil and replace it with clean material to a minimum of 3 feet throughout the Property. During the excavation, white stone material was placed on the Property, which is approximately 4 to 9 feet bgs. The clean fill layer is above the white stone, which is continuous across the site at a depth of approximately 3 to 7 feet.
5. In 2000, U.S. EPA sampling showed radium-226 was found at a level of 19.5 pCi/g at 6 to 8 feet bgs in the area denoted in Appendix 2 of the Property. Sampling in May 2007, showed radium-226 concentrations ranged from 9.43 pCi/g to 18.4 pCi/g at depths ranging between 8 to 13 feet bgs in the area denoted in Appendix 2 of the Property. Sampling also showed that groundwater underneath is contaminated with radium-226 ranged from 1.3 to 16.9 picoCuries/liter (pCi/L). The radium-226 concentration in one well was above the drinking water standard of 5 pCi/L. However, the concentrations are consistent with well data from other Ottawa subareas.
6. RESTRICTIONS ON USE: Owner, on behalf of himself, his successors and assigns, intends that the following restrictions and covenants apply to and run with the land and may be enforced according to the provisions in paragraph 11:
 - 6.1 No excavation below 3 feet: No action shall be taken to excavate soils below three feet in the area demarcated as "Restricted Area" in Appendix 2 unless pursuant to work plan approved in writing by U.S. EPA.
 - 6.2 No buildings: No buildings shall be constructed in the area demarcated as "Restricted Area" in Appendix 2 unless a radon mitigation system is operated and maintained to ensure that levels of radon in such buildings do not exceed 4 pCi/L or other radon level U.S. EPA determines is necessary to protect human health or the environment.
 - 6.3 No groundwater use: No groundwater shall be used for consumption in the area demarcated as "Restricted Area" in Appendix 2.
7. MODIFICATION OF RESTRICTIONS: The land use restrictions shall continue until and unless U.S. EPA approves the modification or rescission of the restrictions. U.S. EPA after a reasonable opportunity for review and comment by Illinois Emergency Management Agency (Illinois EMA) may modify or terminate, in whole or in part, the restrictions set forth in subparagraphs 6.1 and 6.2 in writing, as authorized bylaw. The owner of the Property may seek to modify or terminate, in whole or in part, the restrictions set forth in subparagraphs 6.1 and 6.2 by submitting to U.S. EPA, State of Illinois, and John Harper a written application that identifies each such restriction to be terminated or moth-fled, describes the terms of each proposed modification, any proposed revisions to this notice and any proposed changes to the environmental easement and restrictive

covenants applicable to the Property. Each application for termination or modification of any restriction set forth in subparagraphs 6.1 and 6.2 shall include a demonstration by the owner of the Property that the requested termination or modification will not interfere with, impair or reduce:

- a) the effectiveness of any remedial measures undertaken pursuant to the ROD;
- b) the long term protectiveness of the remedial action; or
- c) protection of human health and the environment.

If U.S. EPA, with the concurrence of Illinois EMA, makes a determination that an application satisfies the requirements of this paragraph, U.S. EPA will notify the owner of the Property in writing. If U.S. EPA does not respond in writing within 90 days to an application to modify or terminate any restrictions, U.S. EPA shall be deemed to have denied owner's application. Any approved modification of the use restrictions shall be recorded with the Recorder of Deeds, LaSalle County, Illinois within fourteen days of receiving approval.

8. ACCESS: The Property is subject to an irrevocable, permanent and continuing right of access by the United States, Illinois EMA, and John Harper at all reasonable times for purposes listed below.
- a) Monitoring or implementing response actions in any CERCLA decision document affecting the Property or any associated work plans;
 - b) Verifying any data or information submitted to U.S. EPA and Illinois EMA;
 - c) Verifying that no action is being taken on the Property in violation of the ROD or this instrument;
 - d) Monitoring response actions on the Property and conducting investigations relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils, and obtaining split or duplicate samples;
 - e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations and by CERCLA;
 - f) Implementing additional or new response actions if the U.S. EPA with the concurrence of Illinois EMA, pursuant to authority under applicable law, determines that such actions are necessary.
9. NO LIMITATION OF RIGHTS OR AUTHORITIES: Nothing in this document shall limit or otherwise affect U.S. EPA's or the State of Illinois' rights of entry and access or authority to take response actions under CERCLA, the National Contingency Plan (NCP), or other federal or state law.
10. NO PUBLIC ACCESS AND USE: No right of access or use by the general public to any portion of the Property is intended or conveyed by this instrument.
11. INSPECTION AND ENFORCEMENT: In addition to the access rights set forth in Paragraph 8 and 9 above, the United States, State of Illinois and/or John Harper may enter the Property from time to time for the purposes of performing inspections, overseeing remedy implementation or enforcing the restrictions set forth in

subparagraphs 6.1 and 6.2 above alter reasonable notice to the owners or the owners' representative. John Harper is entitled to enforce the restrictions set forth in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent holders of a property interest in all or part of the Property. John Harper intends to reserve the right to enforce the restrictions and covenants in this Restrictive Covenant in any future conveyance of an interest in all or part of the Property and to designate the Illinois EMA and its successors and assigns, as a third party beneficiary and U.S. EPA, and its successors and assigns, as a third party beneficiary of the right to enforce restrictions and covenants of this Restrictive Covenant. All remedies available hereunder shall be in addition to any and all other remedies at law or equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of John Harper, the U.S. EPA, and Illinois EIVIA, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by John Harper, U.S. EPA, or Illinois EMA of such term or of any subsequent breach of the same or any other term, or of any of the rights of John Harper, U.S. EPA, or Illinois EMA.

12. NOTICES: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prep aid, addressed as follows:

To Grantor: Estate of Lois Harper, c/o John Harper, Executor, 2481 N. 42ND Rd., Unit 3,
Sheridan, IL 60551

To Third Party Beneficiaries:

For U.S. EPA:

United States Environmental Protection Agency
Superfund Division
Remedial Project Manager Ottawa Radiation Site
77 W. Jackson Blvd.
Mail Code: SR-6J
Chicago, IL 60604-3590

with a copy to:

Janet R. Carlson
Associate Regional Counsel
U.S. EPA Region 5
Mail Code: C-14J

For Illinois EMA:

Gary McCandless
Illinois Emergency Management Agency

Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62702

For Illinois Attorney General:

Illinois Attorney General's Office
Chief, Environmental Bureau North
69W. Washtgton St., Ste. 1800
Chicago, IL 60602

13. General provisions:

- a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Illinois.
- b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of the Estate of Lois Harper's title in any respect.
- e) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (f) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.



Environmental Restrictive Covenant
2008-20282
Illinois Power Building



305462



* 2 0 0 8 - 2 0 2 8 2 1 0 *

2008-20282

Prepared By: Susan B. Knowles
Ameren Services
P.O. Box 66149, (MC 1310)
St. Louis, MO 63166-6149

THOMAS E. LYONS
LASALLE COUNTY RECORDER
OTTAWA, IL
RECORDED ON
09/05/2008 02:54PM

Return To: Roger Cruse
Ameren Services
Environmental Services
370 South Main Street (MC A-17)
Decatur, Illinois 62523-1479

REC FEE: 40.00
RHSP FEE: 10.00
PAGES: 10

COPY

91705

DECLARATION OF ENVIRONMENTAL RESTRICTIVE COVENANT

1. This Environmental Restrictive Covenant is made this 28th day of August, 2008, by Illinois Power Company d/b/a AmerenIP, an Illinois corporation. Illinois Power Company is the current owner of the real property located at 320 W. Jefferson Street in the City of Ottawa, County of LaSalle, State of Illinois, more particularly described on Appendix 1, which is attached hereto and made a part hereof (the Property). Illinois Power Company, on behalf of itself, its successors and assigns, in consideration of the remedial action performed at the Property, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below. Illinois Power Company intends that the said use restrictions may be enforced pursuant to paragraph 11 below.
2. The Property is part of the Ottawa Radiation NPL Site (the Site or the NPL Site), which the U.S. Environmental Protection Agency (U.S. EPA), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983.
3. On June 15, 1998, U.S. EPA collected soil samples from the Property that indicated radium-226 contamination of approximately 40-42 picoCuries per gram (pCi/g) radium-226. From October 12-16, 1998, the U.S. EPA conducted a field investigation to characterize the Illinois Power Property. The soil underneath the building foundations depicted in Appendix 2 has not been sampled or analyzed for radium-226 contamination.
4. In a Record of Decision (ROD) dated September 8, 2000, the U.S. EPA Region 5 selected a remedial action for the Site including the IP Property. For the Property, the ROD required excavation and off-site disposal of soil that exceeds 6.2 pCi/g radium-226. The remedy also required certain land use restrictions including radon monitoring in any buildings on the Property and required operation of a radon reduction system in any building if radon levels persisted.
5. The hatched areas depicted in Appendix 3 illustrate the location of areas that were contaminated with radium-226 above the cleanup standards and where U.S. EPA

excavated soil during 2007. Following the removal of radium-226 contaminated soil from the IP subarea, the Illinois EMA collected radon measurements in all occupied areas of the IP building to characterize radon levels. Data were recorded over one weekend, from August 10, 2007, to August 13, 2007, using activated charcoal detectors and continuous radon monitors. The average radon concentration for both the charcoal detectors and continuous radon monitors was below the recommended action level of 4.0 picoCuries/liter (pCi/l). However, the continuous radon monitoring results indicated periods where the radon concentration was above the Action Level. Further information pertaining to the environmental conditions at the Property and response activities undertaken at the Property is on file with U.S. EPA Region 5's Superfund Division.

6. RESTRICTIONS ON USE: Illinois Power Company, on behalf of itself, its successors and assigns, intends that the following restrictions and covenants apply to and run with the land and may be enforced according to the provisions in paragraph 11:

6.1 No Excavation Under Buildings: The extent of contamination, if any, associated with the soils underneath the foundations of the buildings demarcated in Appendix 2 has not been determined. No action shall be taken to drill or intrude into, or demolish the building foundations and no action shall be taken to excavate soils under the buildings demarcated in Appendix 2 unless the owner conducts an extent of contamination study and removes all soils that exceed 6.2 pCi/g radium-226 pursuant to a work plan approved in writing by Illinois EMA.

6.2 Radon Mitigation System: The owner must operate and maintain a radon mitigation system in any buildings on the Property to ensure that levels of radon do not exceed 4 pCi/l or other radon level U.S. EPA determines is necessary to protect human health or the environment. The owner must conduct radon testing at the building at least every two (2) years by an Illinois EMA licensed measurement professional to ensure the mitigation system is working properly.

7. MODIFICATION OF RESTRICTIONS: The land use restrictions shall continue until and unless U.S. EPA approves the modification or rescission of the restrictions. U.S. EPA after a reasonable opportunity for review and comment by Illinois EMA may modify or terminate, in whole or in part, the restrictions set forth in subparagraphs 6.1-6.2 in writing, as authorized by law. The owner of the Property may seek to modify or terminate, in whole or in part, the restrictions set forth in subparagraphs 6.1-6.2 by submitting to U.S. EPA, State of Illinois, and Illinois Power Company a written application that identifies each such restriction to be terminated or modified, describes the terms of each proposed modification, any proposed revisions to this notice and any proposed changes to the environmental easement and restrictive covenants applicable to the Property. Each application for termination or modification of any restriction set forth in subparagraphs 6.1- 6.2 shall include a demonstration by the owner of the Property that the requested termination or modification will not interfere with, impair or reduce:

- a) the effectiveness of any remedial measures undertaken pursuant to the ROD;
- b) the long term protectiveness of the Remedial Action; or

- c) protection of human health and the environment.

If U.S. EPA, with the concurrence of Illinois EMA, makes a determination that an application satisfies the requirements of this paragraph, U.S. EPA will notify the owner of the Property in writing. If U.S. EPA does not respond in writing within ninety (90) days to an application to modify or terminate any restrictions, U.S. EPA shall be deemed to have denied owner's application. Any approved modification of the use restrictions shall be recorded with the Recorder of Deeds, LaSalle County, Illinois, within fourteen (14) days of receiving approval.

- 8. ACCESS: The Property is subject to an irrevocable, permanent and continuing right of access by the United States, Illinois EMA, and Illinois Power Company at all reasonable times for purposes listed below.
 - a) Monitoring or implementing response actions in any CERCLA decision document affecting the Property or any associated work plans;
 - b) Verifying any data or information submitted to U.S. EPA and Illinois EMA;
 - c) Verifying that no action is being taken on the Property in violation of the ROD or this instrument;
 - d) Monitoring response actions on the Property and conducting investigations relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils, and obtaining split or duplicate samples;
 - e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations and by CERCLA;
 - f) Implementing additional or new response actions if the U.S. EPA with the concurrence of Illinois EMA, pursuant to authority under applicable law, determines that such actions are necessary.
- 9. NO LIMITATION OF RIGHTS OR AUTHORITIES: Nothing in this document shall limit or otherwise affect U.S. EPA's or the State of Illinois' rights of entry and access or authority to take response actions under CERCLA, the National Contingency Plan (NCP), or other federal or state law.
- 10. NO PUBLIC ACCESS AND USE: No right of access or use by the general public to any portion of the Property is intended or conveyed by this instrument.
- 11. INSPECTION AND ENFORCEMENT: In addition to the access rights set forth in Paragraph 8 and 9 above, the United States, State of Illinois and/or Illinois Power Company may enter the Property from time to time for the purposes of performing inspections, overseeing remedy implementation or enforcing the restrictions set forth in subparagraphs 6.1-6.2 above after reasonable notice to the owners or the owners' representative. Illinois Power Company is entitled to enforce the restrictions set forth in this Restrictive Covenant by specific performance or other legal action in a court of

competent jurisdiction against subsequent holders of a property interest in all or part of the Property. Illinois Power Company intends to reserve the right to enforce the restrictions and covenants in this Restrictive Covenant in any future conveyance of an interest in all or part of the Property and to designate the Illinois EMA and its successors and assigns, as a third party beneficiary and U.S. EPA, and its successors and assigns, as a third party beneficiary of the right to enforce restrictions and covenants of this Restrictive Covenant. All remedies available hereunder shall be in addition to any and all other remedies at law or equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of Illinois Power Company, the U.S. EPA, and Illinois EMA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by Illinois Power Company, U.S. EPA, or Illinois EMA of such term or of any subsequent breach of the same or any other term, or of any of the rights of Illinois Power Company, U.S. EPA, or Illinois EMA.

12. NOTICES: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Roger Cruse
Ameren Services
Environmental Services
370 South Main Street (MC A-17)
Decatur, Illinois 62523-1479

To Third Party Beneficiaries:

For U.S. EPA:

United States Environmental Protection Agency
Superfund Division
Remedial Project Manager Ottawa Radiation Site
77 W. Jackson Blvd.
Mail Code: SR-6J
Chicago, Illinois 60604-3590

with a copy to:

Janet R. Carlson
Associate Regional Counsel
U.S. EPA Region 5
Mail Code: C-14J

For Illinois EMA:

Gary McCandless
Illinois Emergency Management Agency
Division of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62702

For Illinois Attorney General:

Illinois Attorney General's Office
Chief, Environmental Bureau North
69 W. Washington Street, Ste. 1800
Chicago, Illinois 60602

13. GENERAL PROVISIONS:

- a) Controlling Law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the laws of the State of Illinois.
- b) Liberal Construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to affect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Illinois Power Company's title in any respect.
- e) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- f) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

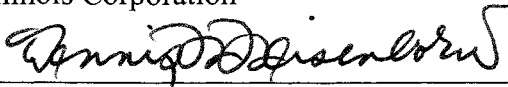
14. APPENDICES:

- Appendix 1 - Legal Description of the Property
- Appendix 2 - Areas Where Extent of Contamination is Unknown
- Appendix 3 - Areas Where Soil Has Been Excavated

IN WITNESS WHEREOF, Illinois Power Company has caused this Environmental Restrictive Covenant to be signed in its name.

Executed this 28th day of August, 2008.

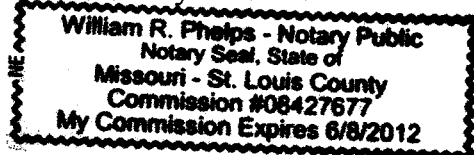
ILLINOIS POWER COMPANY,
an Illinois Corporation


By: 
Dennis W. Weisenborn, Vice President

STATE OF MISSOURI
CITY OF ST. LOUIS } SS

On this 28th day of August, 2008, before me, the undersigned, a Notary Public in and for the State of Missouri, duly commissioned and sworn, personally appeared Dennis W. Weisenborn, known to be the Vice President of ILLINOIS POWER COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year written above.




Notary Public in and for the State of Missouri

My Commission Expires: 6/8/2012.

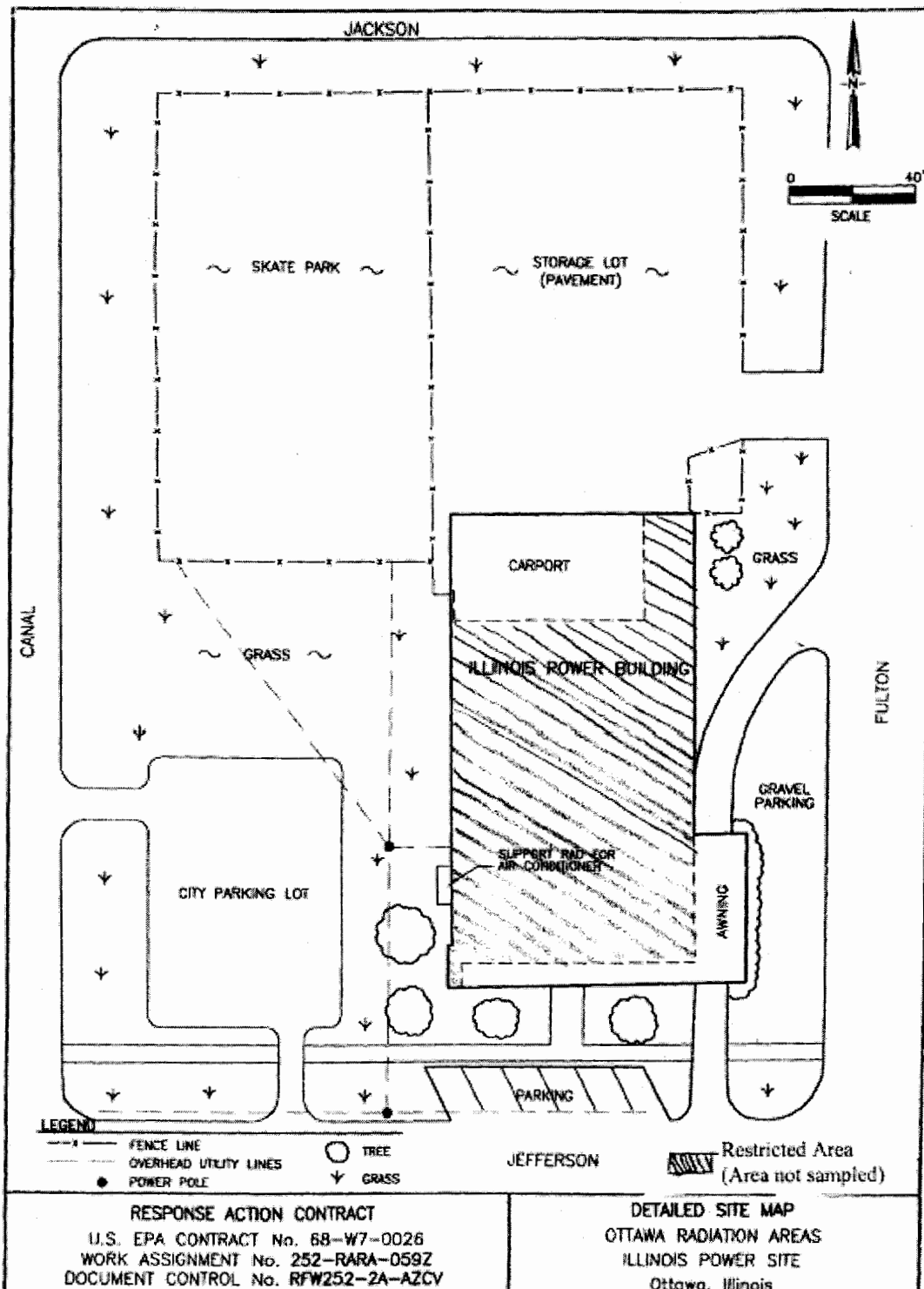
APPENDIX 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2, 3, 4 and 5 in Block 83 in State's Addition to Ottawa, situated in the City of Ottawa; situated in LaSalle County, Illinois.

APPENDIX 2 **AREAS NOT SAMPLED AND** **EXTENT OF CONTAMINATION IS UNKNOWN**

Appendix 2: Area Not Sampled



APPENDIX 3 **AREAS WHERE SOIL HAS BEEN EXCAVATED**

Appendix 3: Area Excavated

